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October 2, 2026

VIA ELECTRONIC FILING

The Honorable Debbie-Anne Reese
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Midcontinent Independent System Operator, Inc.'s
Large Load Addition Resource Study Process
Docket No. ER27-___-000

Dear Secretary Reese:

The Midcontinent Independent System Operator, Inc. ("MISO"), through this filing,[1] submits proposed revisions to its Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff"),[2] to establish a Large Load Addition Resource Study ("LARS") process,[3] associated application and operational requirements to enable load and generation to be studied together leveraging existing MISO processes to facilitate the timely availability of the tool to customers.[4] The LARS proposal will help streamline the MISO generator and load interconnection process by providing expedited review of the addition of 200 MW or greater loads together with new generation resources that are electrically proximate to those loads. Through this coordinated study framework, LARS is designed to facilitate the timely and reliable interconnection of Large Loads and new generation onto the MISO system.

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1 This filing is made pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. § 35.1, *et seq*.

2 Unless otherwise indicated by the text or context of this transmittal letter, all terms used herein have the definitions set forth in Module A of the Tariff.

3 For the purposes of this filing, references to "LARS" may refer to the Large Load Addition Resource Study or may be used as a general reference to the processes and operational requirements that are part of the proposal submitted herein.

4 MISO uses the uncapitalized term "large load" in this transmittal letter and associated testimony rather than the "Large Load" term proposed in MISO's pending Large Load Interconnection Reliability filing. This is done to avoid confusion because that definition remains pending before the Commission and because, given the 200 MW threshold for entry into LARS, not all "Large Loads" will be eligible to be a "LARS Associated Load."

MISO requests that the Tariff revisions submitted herewith be made effective December 2, 2026, which is not less than sixty (60) days nor more than one-hundred and twenty (120) days from the date of this filing. MISO requests that the Commission issue an order by this date in order to allow MISO to commence the first LARS Study Period in Q1 of 2027. As discussed below and in the supporting testimony of Christina Drake,[5] action is needed in the near term to enhance the available tools to address the reliability impacts associated with the impending interconnection of Load, including the anticipated interconnection of significant large loads.

I. EXECUTIVE SUMMARY

LARS responds to rapidly evolving reliability and resource adequacy needs in the MISO region. MISO is proposing LARS to facilitate the cost effective, timely and reliable integration of new large loads into the system. LARS supports the Commission's call to action to meet these new challenges in short order. LARS will provide a path for the interconnection of both large loads and supporting generation pairs in a parallel 120-day study process. The proposal leverages the existing success in the MISO's Expedited Project Review ("EPR") process on the load side and lessons learned from Expedited Resource Additions Study ("ERAS") process on the generation side.

MISO is experiencing significant growth in electricity demand at the same time that additional resources are needed to reliably serve that demand. MISO projects annual load growth of approximately 1% to 3% through 2044, driven in part by energy-intensive loads such as data centers and manufacturing expansion, and has identified the need to accelerate new resource additions as demand grows.[6]

The need to accelerate the infrastructure necessary to reliably serve growing electricity demand is also reflected in the Department of Energy's ("DOE") Speed to Power initiative, which seeks to accelerate development timelines for large-scale transmission and generation projects to meet rising electricity demand.[7] LARS advances that objective within the MISO region by providing a process through which significant new large loads and generation intended to support that load can be studied on an accelerated and coordinated basis.

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[5] Prepared Direct Testimony of Christina Drake, Director—Generation Interconnection, attached hereto as Tab C ("Drake Testimony").

[6] MISO, 2026 Reliability Imperative Report at 4 (Feb. 2026) (projecting annual load growth of approximately 1% to 2% through 2044 and identifying data centers, manufacturing expansion, and electrification as drivers of sustained, concentrated load growth); *see also*, MISO, 2026 Planning Resource Auction Results at 2 (May 22, 2026) (stating that faster resource additions are needed to support large-load growth and ensure resource adequacy).

[7] DOE, *Speed to Power Initiative* (Sept. 18, 2025) (describing the initiative as a federal effort to accelerate development timelines for large-scale transmission and generation projects and ensure sufficient power to meet rising electricity demand).

LARS is also responsive to the Commission's June 18, 2026, Order Instituting Proceeding Under Section 206 of the Federal Power Act in Docket No. EL26-70-000 ("Show Cause Order"). The Commission preliminarily found, among other things, that MISO's existing Tariff may be unjust and unreasonable because it does not provide generator interconnection study procedures and services that account for the operational dynamics of serving electrically proximate large loads.[8] The Commission specifically addressed the potential for a new generating facility and an electrically proximate large load to be studied in a manner that accounts for their combined transmission system impacts.[9] LARS provides a mechanism for MISO to study a large load and the generation that will serve it at the same time such that their combined transmission system impacts may be considered together.

In addition, the Commission requested a detailed informational report on any proposals under consideration to address the issue of resource adequacy to serve new large loads, strongly encouraging new proposals to the extent necessary to address these concerns.[10] The LARS process responds to this concern and serves to provide a critical tool that allows the timely integration of resources associated with these new loads supporting regional resource adequacy. While MISO's existing processes have been sufficient to ensure resource adequacy in the short term, the unique commercial and operational characteristics of new large loads and the speed with which they need to come online have prompted MISO to develop LARS as an additional tool to further support resource adequacy as new large loads are integrated into the MISO region in the future.

This proposal is deliberately tailored to significant new large loads. MISO initially proposed a minimum eligibility threshold of 250 MW and expressly sought stakeholder input regarding whether that threshold appropriately captured high-impact loads without unnecessarily expanding the scope of the process.[11] MISO set the initial threshold at 250 MW as recent EPR results showed that large loads of 250 MW and greater created meaningful grid impacts, with upgrades becoming increasingly likely between 300–500 MW and consistently necessary at 1,200 MW and above with multi-element upgrades. Stakeholders proposed alternative thresholds, including 200 MW, which MISO proposes herein as it expands the LARS proposal beyond hyperscale load to apply to other kinds of large loads including industrial loads.[12]

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8 *Midcontinent Independent System Operator, Inc.,* Order Instituting Proceeding Under Section 206 of the Federal Power Act, 195 FERC ¶ 61,212 at P 113 (2026) ("Show Cause Order" or "SCO").

9 *Id.*

10 *Id.* at P 122.

11 MISO, Large Load Working Group ("LLWG"), *Generation and Large Load Alignment*, LLWG-2026-6, Stakeholder Feedback (July 30–31, 2026) (soliciting stakeholder feedback on whether 250 MW was the appropriate minimum threshold and what alternative threshold would capture high-impact loads without diluting the intent of the proposed process), *available at* https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-large-load-addition-resource-study-llwg-2026-6-20260827/.

12 *Id.*

Importantly, LARS is designed to work in concert with other MISO large load initiatives, such as MISO's proposed Zero Injection Generator Interconnection Agreement ("ZGIA")[13] and Interconnection Reliability Requirement ("IRR")[14] frameworks currently pending before the Commission and maintains protections for generation already progressing through MISO's generator interconnection queue or more commonly known as the Definitive Planning Phase ("DPP") process. LARS provides a different tool for large load interconnection arrangements involving paired generation that do not fit within the ZGIA framework.

Taken LARS provides MISO with a targeted tool to address the intersection of significant large load additions, optimized Network Upgrades with generation and load, generation development, and supports resource adequacy. The proposal allows MISO to study qualifying load and associated generation on a coordinated basis, responds to issues identified in the Commission's Show Cause Order, and is designed to preserve the integrity of MISO's existing generator interconnection processes. LARS is needed now to facilitate the cost-effective and reliable interconnection of impending new large loads and generation additions on an accelerated timeline.

II. OVERVIEW OF THE LARS PROCESS

A. BACKGROUND

The MISO region is experiencing a significant change in both the magnitude and pace of anticipated electricity demand. MISO's 2026 Reliability Imperative explains that, following a period in which electricity demand grew at an average annual rate of approximately 0.5% between 2009 and 2024, MISO now projects annual load growth of approximately 1% to 3% through 2044.[15] MISO identifies energy-intensive loads, including data centers and manufacturing expansion, among the sources of this sustained and concentrated growth.[16]

This growth has corresponding implications for the resources necessary to maintain operational reliability and resource adequacy. MISO has stated that, as demand grows rapidly, maintaining existing resources and accelerating new resource additions are critical.[17] MISO's 2026 Planning Resource Auction results likewise recognize that, although the region has sufficient resources to satisfy resource adequacy requirements for the 2026-2027 Planning Year, faster

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[13] *Midcontinent Indep. Sys. Operator, Inc*, Docket No. ER26-3552 (Aug. 18, 2026) ("ZGIA Filing").

[14] *Midcontinent Indep. Sys. Operator, Inc*, Docket No. ER26-3650 (Aug. 28, 2026) ("IRR Filing").

[15] MISO, *2026 Reliability Imperative Report* at 4 (Feb. 2026) (contrasting historical load growth of approximately 0.5% annually from 2009 through 2024 with projected annual growth of approximately 1% to 2% through 2044).

[16] *Id.*

[17] *Id.*

resource additions remain necessary to support large-load growth and ensure resource adequacy.[18] MISO has, therefore, identified rapid load growth as a core component of its broader Reliability Imperative. MISO's Transmission Evolution work specifically identifies the need to "speed up timelines for new generation and transmission projects" while managing large-load growth without compromising reliability.[19]

Against this backdrop, the challenge presented by new large load growth is not limited to connecting the load itself. Significant new demand must be accompanied by sufficient resources to maintain reliability and resource adequacy. MISO's Large Load Working Group ("LLWG") was established to address this broader relationship, with a mission encompassing markets, reliable operations, planning, and resource adequacy associated with the integration and enablement of large loads.[20] LARS is intended to address one aspect of that challenge by establishing a process through which qualifying Large Load additions and associated new generation can be studied on a coordinated basis. Studying qualifying load and generation together, with aligned study timeline, provides a mechanism for MISO to consider significant new demand and the resources associated resulting in optimized network upgrades. In this manner, LARS is designed to facilitate the reliable integration of significant new load and generation on an accelerated timeline.

B. STRUCTURE OF LARS AND PARTIES

LARS provides a parallel study process for a proposed large load and generation pair.[21] As MISO explained in its motion for abeyance, "LARS will assess the transmission infrastructure needed to meet new large loads and new generation in an efficient process that can be executed on a shorter timeline, further supplementing the opportunities available for members to facilitate new large spot loads effectively."[22] The generation and load studies will be completed at the same time and will finish within approximately 120 days. To allow this to happen, LARS brings the requirements that are needed for both the generation and load studies under a common application,

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[18] MISO, 2026 Planning Resource Auction Results at 2 (May 22, 2026) (finding sufficient resources for the 2026-2027 Planning Year while stating that faster resource additions are needed to support large-load growth and ensure resource adequacy).

[19] MISO, *Reliability Imperative 2026* (identifying rapid load growth and a changing generation mix as transmission challenges and identifying accelerated generation and transmission development as part of MISO's response).

[20] MISO, *Large Load Working Group Charter* at 1 (Apr. 20, 2026) (establishing the LLWG to provide input and policy guidance concerning markets, reliable operations, planning, and resource adequacy associated with large-load integration), ("LLWG Charter"), available at: https://cdn.misoenergy.org/20260420%20LLWG%20Item%2001c%202026%20LLWG%20Charter_Draft750858.pdf.

[21] Attachment X defines Large Load Addition Resource Study (LARS) as "the procedure as set forth in Section 3.12 of this GIP for studying an Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load." *See* Section 1 of Attachment X.

[22] Motion of the Midcontinent Independent System Operator, Inc. and the MISO Transmission Owners to Hold Proceeding in Abeyance and Request for Shortened Comment Period and Expedited Treatment, Docket No. EL26-70-000 (Aug. 3, 2026) ("Abeyance Motion").

the LARS Application and provides a framework for participation by the entities involved in the existing MISO processes that LARS builds upon.

There are four primary types of entities involved in implementing LARS aside from MISO. These are the LARS Associated Transmission Customer, the Interconnection Customer(s) who will own or operate the Generating Facility, the applicable Transmission Owner, and the owner/controller of the ultimate load (called the "LARS Associated Load"). To understand how LARS will work, a brief explanation of each of these parties' roles in the process is provided below.

The first of these parties is the LARS Associated Transmission Customer.[23] This is the entity that procures Transmission Service for load and has a direct relationship with the load. This is often a Load Serving Entity ("LSE"). Because only the Transmission Customer can procure Transmission Service under established Tariff processes, LARS requires the LARS Associated Transmission Customer to be the party that initiates the LARS Application and obtains the resulting Transmission Service.[24] Ultimately, the LARS Associated Transmission Customer acts as a coordinator between the other entities involved in the LARS process.

Second, there is the Interconnection Customer. This is the entity that will complete the section of the LARS Application that supports the generation portion of the LARS study, will be responsible for meeting the requirements of Attachment X pertaining to the generation study, and will receive Interconnection Service under an LLGIA. The Interconnection Customer can be any entity (including an Independent Power Producer ("IPP")) whose Generating Facility will provide Energy for the LARS Associated Load provided it is permitted by applicable laws and regulations to do so.[25] The Interconnection Customer has the contractual relationships required by LARS to show that the Generating Facility is in fact paired with the LARS Associated Load.[26]

Third, the Transmission Owner owns the facilities the LARS Associated Load will connect to the Transmission System. The Transmission Owner works with the other parties to establish the Point of Interconnection ("POI") for the Generating Facility(ies) and the Point of Withdrawal

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[23] In GIP Section 1 of Attachment X, a LARS Associated Transmission Customer is defined as "the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request."

[24] *See* GIP Section 3.12.1.

[25] Interconnection Customer is defined as "any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application." *See* GIP Section 1 of Attachment X.

[26] *See* GIP Section 3.12.2(i).

for the LARS Associated Load and has the responsibility to construct Network Upgrades (subject to applicable Tariff rules that are not changed by this filing).[27]

The fourth key participant is the entity that owns or controls the LARS Associated Load, which for purpose of LARS must be a large load of at least 200 MW.[28] While MISO usually will not have a direct relationship with this entity and does not purport through this filing to impose obligations directly on them, this entity will have a crucial role in establishing relationships between the parties directly involved in LARS, in supplying information necessary to complete the LARS Application, and study process, and in enabling the other parties to meet their obligations under LARS.

As noted above, the roles of these parties and their specific responsibilities reflect existing Tariff requirements and practices. LARS does not seek to fundamentally change the established roles of the entities participating in the load and generation studies but rather seeks to coordinate them. LARS thus provides for faster and more transparent interconnection arrangements for large loads with paired generation, while offering customers speed-to-power, optimized transmission solutions, and greater certainty to support siting, and financing of large load projects. The outcome of the LARS process is MTEP approval of transmission required to reliably facilitate the withdrawal of the load and corresponding injection rights for the proposed generation. The component parts of the process are discussed in greater detail below.

C. THE LARS APPLICATION

MISO is establishing a single application process for the participants in the LARS process. The LARS Application will be a single submission consisting of materials required by Attachment FF for the load and Attachment X for the generation.[29] Because LARS involves two separate study processes being completed concurrently and in parallel, all the relevant parties to the load and generation pairing must apply together.[30] While the LARS Application process may only be initiated by the LARS Associated Transmission Customer, the Interconnection Customer, the Transmission Owner, and the LARS Associated Load customer must all complete the required information as part of the application before it will be reviewed by MISO. Independent Power Producers and other kinds of Interconnection Customers are not prohibited from participating in

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[27] *See* GIP Section 3.12.1.

[28] The LARS Associated Load is defined as the "source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load." *See* GIP Section 1 of Attachment X.

[29] The LARS Application is defined as "a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS Application shall be a form of Interconnection Request."

[30] *See* Drake Testimony at 17-18.

the LARS process.[31] The LARS Application will also serve as a repository for all information required by the load and generation study processes. A non-refundable fee of $250,000 must accompany the LARS Application and be paid by the LARS Associated Transmission Customer.[32]

Notably, MISO is establishing a "pre-submission coordination process" that LARS applicants must participate in prior to submitting a LARS Application.[33] This coordination process requires the potential LARS Interconnection Customer and the Transmission Owner to meet and agree on a definitive Point of Interconnection for the proposed LARS Generating Facility. Forty-five days prior to a LARS Application deadline, a potential LARS Interconnection Customer must notify the Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect of its plans to participate in LARS. After receiving a request to meet from any potential LARS Interconnection Customer, the Transmission Owner must meet with them and any other impacted parties necessary to determine a definitive POI within ten business days after receiving a request for the meeting. The parties must jointly agree on a feasible POI no later than ten business days prior to the next LARS Application deadline as published on MISO's website. An attestation from the Transmission Owner stating that it has an agreed POI with the LARS Interconnection Customer(s) must be included in the LARS Application.[34]

MISO is proposing these pre-submission coordination activities for several reasons. First, while the LARS Associated Transmission Customer is the only party that may submit the LARS Application, MISO is requiring that they actively participate in the LARS process with the potential LARS Interconnection Customers prior to LARS Application deadline. Second, requiring pre-submission coordination activities will increase the efficiency of reviewing the LARS Application with all the relevant parties identified, the agreed upon POI identified, and other necessary details have already been determined by the time the LARS Application is submitted to MISO. Having the LARS Application parties agree on many of these necessary details in advance of submission will also help avoid future disagreements or changes, which can lead to unnecessary or late withdrawals from the study process. MISO has heard from stakeholders and learned from experience that an accelerated study process requires that the relevant participants have coordinated and agreed upon key details (such as the location of the POI) up front and not after they have submitted their application. Third, requiring coordination meetings between these parties will assist them with identifying any other relevant parties who may need to participate in the LARS process. Ms. Drake explains that to effectively facilitate the speed of the LARS study process, MISO needs all relevant parties to the load and generation pair to not only be identified at the outset but committed to working together.[35]

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31 *Id.* at 18-19.

32 *See* GIP Section 3.3.1 ("A LARS Application for the Large Load Addition Resource Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer.").

33 *See* GIP Section 3.12.1 and Section I.D.1.b.ii(a) of Attachment FF.

34 *See* Drake Testimony at 20; GIP Section 3.12.1.

35 Drake Testimony at 19-20.

MISO will accept LARS Applications on a rolling basis, and the applications will be queued on a serial, time-stamped basis based on time of submission to the LARS process. There will be three LARS study periods each year and each study period will be completed in approximately 120 days, as explained by Ms. Drake.[36] MISO will accept ten LARS Applications per study period and the LARS Applications will be assigned to study periods in order of submission. Customers interested in joining the next LARS study period must submit their LARS Application to MISO no later than 20 business days prior to the scheduled kick-off of the LARS study period as published on the MISO public website. MISO will keep an open queue of LARS Applications and will replace any LARS Application that withdraw prior to study kick off with the next submitted generation/load pair not included in the current study period. Once the LARS study process has kicked off for a specific LARS generation/load pair, then that spot is lost for the LARS study period it is part of even if the pair later withdraws during the study process.[37]

An Interconnection Request included in a LARS Application must be accompanied by an executed agreement between the Interconnection Customer and either the LARS Associated Tranmission Customer or the entity that owns or controls the LARS Associated Load. The agreement must demonstrate that the output of the LARS Generating Facility will serve the LARS Associated Load. The agreement must be legally binding and must state a minimum term of five years so that if any transmission solutions need to be developed, there is sufficient time to work through the processes for development. As described in Section 3.12.2(i) of Attachment X, the agreement must be in the form of a power purchase agreement ("PPA") or similar off-take agreement, a Build-Own-Transfer Agreement, or any other kind of agreement used by Load Serving Entities including a special contract, a large load tariff agreement, or a retail service agreement. Ms. Drake explains that in response to stakeholder feedback, MISO revised the Tariff redlines to explicitly state the agreement can be executed between the generator and large load. [38] This does not supersede the role of the LARS Associated Transmission Customer to determine whether to submit a LARS Application but does allow flexibility for different types of agreements that are consistent with state law and supported by the parties.[39] MISO also added the third agreement option to incorporate specific utility arrangements with large loads that are not traditional PPAs to link the generation and load.[40]

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36 *See id.* at 13.

37 For example, if MISO holds the LARS study kick-off calls for all ten generation/load pairs and one of the pairs withdraws the following week, MISO will not move up another pair into that study cycle since the study process had already commenced. If the generation/load pair withdraws shortly before the LARS study kick-off call, then MISO would move the next LARS generation/load pair into that study cycle.

38 MISO, Large Load Working Group ("LLWG"), *Generation and Large Load Alignment*, LLWG-2026-6, MISO Response to Feedback at 8, (Sep. 28, 2026), available at: https://cdn.misoenergy.org/LLWG%20Large%20Load%20Addition%20Resource%20Study%20Response%20(LLWG-2026-6)%20(20260827)784877.pdf

39 Drake Testimony at 31-32.

40 *See id.*

Other requirements of the LARS Application include limiting the Interconnection Requests to NRIS, limiting the amount of requested Interconnection Service to no more than 150% of the peak demand of the LARS Associated Load, and demonstration of 100% site control for the POI including a one-line diagram demonstrating the Generating Facilities and any associated electrical equipment required.[41] Based on stakeholder feedback MISO established the 150% of Interconnection Service limitation to ensure the generation is required to reliably serve the load within the same LRZ. As Ms. Drake states, MISO sought to establish a closer connection between what is needed by the LARS Associated Load and what is being proposed by the LARS Interconnection Customer.[42] Thus, MISO implemented this requirement to directly connect the Generating Facility with the LARS Associated Load and to allow for different generator fuel types and accreditation. Ms. Drake explains that "this requirement establishes a clear connection between the output of the Generating Facility and the load without being overly prescriptive on generation fuel type, dispatch requirements, or other operational considerations."[43]

Another important condition of the LARS process is the requirement that the load and generation pair be located in the same Local Resource Zone ("LRZ").[44] The Point of Interconnection(s) specified in a LARS Application must be located in the same LRZ as the Point of Withdrawal ("POW") of the LARS Associated Load. As discussed by Ms. Drake, the intent of the LARS process is to identify an optimized Network Upgrade solution for both the load and generation, and MISO retains that flexibility in the LRZ because it aligns with MISO's Resource Adequacy construct.[45] Specifically, MISO does not have a requirement that loads bring generation, but through the proposed LARS process, by restricting the Point of Interconnection(s) specified in a LARS Application to be located in the same LRZ as the Point of Withdrawal, MISO providing an incentive for Load to bring Generation in a manner that maximizes the positive impact this Generation has on Resource Adequacy. MISO recognizes there are other ways it could have limited the pairing such as requiring the generation and LARS Associated Load to be located in the same Local Balancing Authority area or through requiring that the location of the Generating Facilities be within a specific number of substations of the LARS Associated Load. However, limiting the pairing of Generating Facilities and LARS Associated Load to the same LRZ strikes an appropriate balance between accommodating large, landlocked LARS Associated Loads that may need additional POIs to propose sufficient Generating Facilities needed to serve that load. Limiting the proximity of the Generating Facilities and LARS Associated Load provides a solution

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41 *See* GIP Section 3.12.2.

42 *See* Drake Testimony at 29.

43 *Id.*

44 Attachment X defines Local Resource Zone (LRZ) as the "geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability." An LRZ is the smallest geographic area defined by MISO for planning and market purposes and it is used to allocate resource adequacy requirements, capacity benefits, and reliability needs based on transmission constraints, electrical boundaries, and local reliability requirements. LRZs are used in the Planning Resource Auction ("PRA") as well as for allocating the Planning Reserve Margin ("PRM") requirement.

45 *See* Drake Testimony at 40.

that is not overly restrictive and is consistent with MISO's resource adequacy construct by ensuring deliverability of the Generating Facilities to LARS Associated Load within the same LRZ.

MISO is proposing to increase flexibility in the LARS process by allowing a LARS Associated Load to be served by multiple Generating Facilities under specific circumstances. First, all Generating Facilities serving a LARS Associated Load must be included and identified in the same LARS Application and must request a minimum of 200 MW of Generator Interconnection Service in aggregate. Second, a LARS Associated Load may be served by more than one group of Generating Facilities located at different POIs, but a separate LARS Application must be submitted for each POI group of Generating Facilities. Stated differently, each group of aggregated LARS Generating Facilities at a single POI must submit a separate LARS Application. Each LARS Application must identify the total amount of load requested by the LARS Associated Load and must identify every Generating Facility providing power to that load.[46] While MISO is allowing aggregation for LARS Generating Facilities, MISO is not allowing aggregated load to participate in LARS. As explained earlier, MISO developed LARS in the context of dramatic large load growth and created the LARS process to help address that growth. Ms. Drake explains that limiting LARS load participants to at least 200 MW at one POW ensures that the load coming online is sufficiently large to warrant inclusion in LARS and is not a large group of small loads banded together.[47]

While the LARS Application requirements are expected to reduce the number of speculative projects submitting applications, they provide enough flexibility to enable these large loads to connect to the system. As Ms. Drake explains in her testimony, ensuring that only commercially viable and shovel ready projects enter LARS is a necessary prerequisite to running these extremely fast serial studies because each LARS study must be able to rely on the Network Upgrades resulting from previously completed LARS study actually being developed.[48] Thus, the strict entry requirements for LARS both support its intended benefits while also underscoring that LARS is not, and should not be, a replacement for the DPP.[49] Rather, it is intended to be a narrowly scoped but powerful process.

D. THE LARS STUDY PROCESS

The requirements of the LARS generator interconnection study process are outlined in Section 3.12.2 of Attachment X. Based on principles established in ERAS, the LARS generation-side study will provide a Large Load Generator Interconnection Agreement ("LLGIA") in approximately 120 days and will be a permanent MISO study process. Similarly, the load process will start the approval process after a 90-day study process. While the LARS generation and load studies are completed separately and in parallel, they both start with the same overall base

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46 *See id.* at 23, 30.

47 *See id.* at 24-25.

48 *See id.* at 9-11.

49 *See id.* at 12.

configuration system including both MTEP and GIA projects in their models.[50] On top of that common base model, MISO then adds the LARS generation, load, and the proposed transmission solutions to study all three components together. Ms. Drake explains how this allows for both the generation and load studies to have a fuller picture of system impacts than would be possible if each was studied in isolation, enabling greater efficiency in Network Upgrade identification.[51] The load and generation studies will be completed at approximately the same time.[52] MISO designed the LARS process to ensure the proposed load and generation pair is evaluated to the same standards as those submitted separately through MISO's other existing processes (*i.e.*, MTEP/EPR and ERAS).

1. THE GENERATION STUDY

For each LARS study period, the individual generation/load pairs will be studied in one model, and MISO will have ten models that represent those ten generation/load pairs. MISO will complete these studies individually and in a serial fashion based on their submission date. This allows MISO to look at any generation or load violations individually and together with the results from the load side study as explained by Ms. Drake.[53] Then any common violations that show up in the generation and load studies are assigned to BRP and Other project types. Only the violations but for the generator are assigned GIP project types.[54]

As MISO explained to stakeholders in the LLWG, all studies begin with the MTEP models as a base to contain consistent topology, generation, and load assumptions.[55] The LARS model build will include all Existing Generating Facilities, including those from completed DPP cycles, the ERAS process, and the latest MTEP base case with all approved MTEP projects as well as any recently approved EPR projects. This is the same process utilized for the DPP process except the DPP models include all higher queued Interconnection Requests from earlier cycles and all Interconnection Requests within that DPP cycle. As Ms. Drake explained, "LARS studies will not include Interconnection Requests currently in the generator interconnection queue that do not have an executed GIA."[56] MISO has designed the LARS study this way to reduce the number of speculative projects in the modeling process. Thus, on the generation study side, MISO is analyzing whether there are enough pathways and requested Network Service to allow the generator to integrate into the system. On the load study side, MISO is analyzing the cumulative

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50 *Id.* at 13-14.

51 *Id.* at 14-15.

52 *Id.* at 26.

53 *Id.* at 14-16.

54 *See id.* at 15-16.

55 *See* MISO, LLWG, *Generation and Large Load Alignment*, LLWG-2026-6, Large Load Addition Resource Study (LARS) presentation at 5 (Sep. 23, 2026), available at: https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20Large%20Load%20Addition%20Resource%20Study%20(LLWG-2026-6)782864.pdf.

56 Drake Testimony at 29.

impacts of adding the large loads to the system and identifying common issues solutions. Notably, MISO will not limit the study process to the specific LRZ the generation/load pair will be located in – this requirement is solely for the pairing of the load and generation.[57] MISO will look at the full impacts of the generation/load pair on MISO's Transmission System using the same study criteria and processes applicable to NRIS evaluations of other Interconnection Requests.

As a result of the way MISO's study models are structured, LARS projects will not impact existing projects in the DPP process.[58] LARS Interconnection Requests will not be included in ongoing DPP studies and therefore will not utilize any available transmission capacity in those studies. Any Network Upgrades approved through the LARS process will be reflected in later cycles and may mitigate constraints that would otherwise be identified there. Thus, LARS cannot impact ongoing DPP cycles and, to the extent that LARS projects could impact future cycles, such impacts would only be positive.[59] In the event that overallocation does occur, any constraints that are identified as needing mitigation in the MTEP process will be formalized in a future MTEP project.[60] The cost of the MTEP project will be allocated based on existing Tariff rules, which is likely to be the load within the transmission pricing zone where the transmission upgrade is required. This cost shift is consistent with MISO's existing processes. The Interconnection Customer will be responsible for all Network Upgrades identified in the LLGIA as GIP project types even if it later withdraws from LARS.[61] Ms. Drake explains that this is necessary both to ensure commitment from those entering the LARS process and provide certainty to the other processes (including later LARS and DPP studies) that will include facilities identified through LARS in their starting models.[62]

At the end of the LARS process, the generator will receive a LLGIA to generate up to 150% of identified MW need of the LARS Associated Load.

2. THE LOAD STUDY

The requirements of the LARS load interconnection study process are outlined in Section I.D.1.b.ii of Attachment FF. For each LARS study period, all ten generation/load pairs will be represented in one model, and MISO will complete ten separate studies in that one model.[63] The LARS load study process is built upon MISO's existing EPR process and requires similar

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57 *Id.* at 4 ("Completing the generation and load studies in parallel allows MISO to see the full impacts on the system with each different configuration, which enables MISO to identify solutions for both the generation and load sides.").

58 *See* Drake Testimony at 32-33.

59 *Id.* at 33.

60 *Id.*

61 *Id.* at 37-38.

62 *Id.* at 15-16.

63 *Id.* at 14 ("All ten generation/load pairs will be represented in one model, and MISO will complete ten separate studies in that one model.").

information. MISO's load study process focuses on accounting for cumulative impacts of the proposed loads and the coordination with affected systems. The transmission reliability studies will employ a format including all other submitted EPRs and LARS projects to ensure the cumulative impacts of the load and transmission are observed. The Transmission Owner's initial set of transmission solutions are identified and submitted to MTEP. This allows MISO to view and analyze the full spectrum of contingencies across timeframes and processes.[64]

First, MISO will complete a load model build with the proposed LARS generators. Then MISO will review the proposed LARS projects with reliability assumptions and determine if any constraints are identified. This process includes reviewing the outage of the generator in the study. After completing a load and generation constraint review, MISO will determine whether there are any common issues solutions. A planning level solution is established at the end of the load study process. While completing the study, MISO is looking to determine whether the available generation and transmission pathways can reliably serve the LARS Associated Load without negatively impacting the rest of the transmission system. As Ms. Drake explains, MISO is looking at different scenarios and conditions within the load model to ensure that the load can be reliably served under a variety of circumstances.[65] By including every load for that LARS study period in one model, MISO is able to look at the cumulative impacts and reduce the risk that multiple transmission projects will need to be developed. Any cost impacts from the study outcomes will be assigned to Baseline Reliability Projects and Other type projects.[66] In addition, a *pro forma* cost shifting agreement will need to be executed and any new terms in transmission services agreements will need to be met. MISO notes that it is continuing to work with stakeholders through the LLWG to develop the *pro forma* cost shifting agreement and any necessary terms for transmission service for large loads, all of which will be submitted to the Commission in a FPA section 205 filing by November 16, 2026.

The proposed Attachment FF updates reinforce the core requirement of generator commitment to LARS, other MISO processes require that a GIA must be executed before a resource can be included in the load study models as it provides the necessary certainty for the load planning process. In the LARS study process, MISO includes the paired generator in the LARS load study even though it will not have an executed GIA at the time of study. This pairing of load and generation for a parallel process supports or facilitates identification of a more efficient and potentially more cost-effective set of Network Upgrades than would be possible if the generation and load were studied in isolation and acknowledges the increasing number of projects that require coordinated evaluation. In addition, the cost allocation hierarchy—transitioning from GIP to BRP when appropriate—supports procedural alignment and simplifies outcomes when common constraints lead either to BRP designation or another path.

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64 *Id.* at 14-15, 25.

65 *Id.* at 25.

66 *Id.* at 27-28. MISO's proposed Tariff language is sufficient to categorize these costs as BRPs or Other project types, with cost responsibility flowing from such designation under existing rules. The LARS structure is compatible with these agreements and MISO will incorporate them into LARS once they are accepted. However, LARS can be implemented based on the Tariff revisions filed herein and need not await these future filings.

E. COORDINATED LARS STUDY PROCESS

The LARS process builds off the existing EPR and ERAS processes but improves upon them by integrating planned load with the generation, which enables the identification of more optimal Network Upgrades. If MISO knows a large load is coming, which it will in the LARS process, then MISO can study the load's impacts with greater certainty and reduce the risk of speculative generation or load. By running the generation and load studies in parallel, MISO is able to review constraints identified on both the load and generation sides and can see the impacts to the system with each different configuration. This information can then inform the transmission network upgrades that are solutions for the transmission needs identified in the load and generation studies. MISO can also bring Sugar-developed solutions to the Transmission Owner and Interconnection Customer for coordination.[67]

The goal of LARS is not necessarily to find the lowest cost solution for either the load or generation but to identify the solution that best fits *both* the generation and load needs at the lowest cost. MISO expects LARS to produce more cost-effective solutions that are more efficient for the grid overall.[68] This allows MISO to combine solutions between the load and generation side for more optimal, efficient, and effective responses. MISO can then come up with more effective solutions to help integrate load and generation into the system, which maximizes the benefits of both study processes and reduces integration costs. Thus, as Ms. Drake explains, the LARS process enables MISO to optimize solutions for the transmission grid to reduce costs overall while also maintaining reliability.[69]

The LARS Application must identify a Commercial Operation Date for the Generating Facility and a Load In-Service Date for the LARS Associated Load that is no later than three (3) years from the date the LARS Application is submitted.[70] The load can start receiving service for less than the full amount of transmission service requested (start receiving service in phases), but must commence service for the full amount of transmission service requested in LARS Application no later than the Generating Facility's COD. While the load is operating at less than the full amount of service, the Generating Facility must remain subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL"). Thus, once the LLGIA is executed, some amount of the LARS Associated Load must be in-service before the Generator can come online. The Generator may not come online prior to the LARS Associated Load coming in service.

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67 MISO uses an integrated modeling software Suite of Unified Grid Analyses with Renewables ("SUGAR"), for Phase 1 and Phase 2 DPP studies with plans to integrate it in Phase 3. The SUGAR software leverages powerful circuit simulation methods developed to study billion-transistor electronic systems. SUGAR reduced DPP phase 1 cycle time significantly from the status quo as evidenced in the DPP 2022, 2023 and 2025 cycles.

68 *See* Drake Testimony at 4.

69 *Id.* at 10-12.

70 *See* GIP Section 3.12.9.

To encourage certainty and facilitate optimized transmission solutions, MISO is requiring that the generation and load commit to remain contractually paired for a minimum of five years at application, which coincides with MISO's planning horizon.[71] This requirement thus enables MISO to rely on the pairing of the Generating Facility and LARS Associated Load in conducting its planning. This application and study processing requirement is separate from the obligation to remain paired for a fifteen-year period. As described below, LARS requires that the generation and load remain paired for a minimum of fifteen years. However, MISO acknowledges that it may be difficult to obtain a commercial agreement for such a period at time of LARS Application submission. Requiring that the commercial agreement specify at least a 5-year term at application allows some flexibility to renew the contract between the paired load and generation during the operational life of the generation and load while still ensuring a significant, upfront commitment to even be studied in the LARS process.

If either the load or generation portion withdraws after the LARS study is completed, the LLGIA is void and non-refundable deposits are forfeited. There will be no restudy with the LARS process. Notably, if either of the parties terminate a LLGIA, withdraw the load after MTEP approval, cease use of the Transmission Service granted through LARS, or terminate their commercial agreement after notice to proceed, the parties will be responsible for all assigned Network Upgrades costs. The Interconnection Customer remains responsible for any identified GIP Network Upgrades and the LARS Associated Transmission Customer remains responsible for any identified BRPs or Other assigned Network Upgrades. Moreover, the LARS Associated Load would then need to be studied through the applicable MTEP process to maintain service.[72]

If the LARS Associated Load is withdrawn, ceases use of the Transmission Service granted through LARS, or the commercial agreement between the generation and the load terminates during the first fifteen years after the date that the LARS Associated load commences use of the Transmission Service granted through LARS, then MISO will terminate the LLGIA after a limited operations transition period and Interconnection Customer would need to obtain new Interconnection Service through the DPP to continue making injections onto the MISO Transmission System.[73] Both the 15-year commitment period and the limited operations transition process are important design features that warrant further discussion.

With respect to the requirement to remain paired and in service for fifteen years, MISO determined that requiring both the Generating Facility and LARS Associated Load to remain in service and retain their relationship provided important safeguards. This requirement ensures that the LARS study process accurately reflects the expected impacts of the Generating Facility and LARS Associated Load on the Transmission System for a significant period of time. It also serves to prevent customers from gaming or otherwise misusing the LARS process to obtain Interconnection Service not intended for long-term service to a specific large load. Along with

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71 *See* Drake Testimony at 35.

72 *Id.* at 36-37.

73 *Id.*

these considerations, MISO also weighed stakeholders' legitimate concerns that Generating Facilities submitted to LARS in good faith and which in fact served LARS Associated Loads for long periods of time could should not be forced to go offline or undergo a second study process with potentially significant new costs if the LARS Associated Load unexpectedly ceased operations more than a decade into the relationship. Several stakeholders also expressed concerns that a permanent pairing requirement would strand a Generating Facility that had a remaining useful service life even if such Generating Facility could be used—or was needed—to address resource adequacy needs following the departure of the LARS Associated Load. These discussions convinced MISO that that a permanent pairing requirement would not only create significant long-term commercial risk to the LARS Interconnection Customer but that such a risk could create challenges to funding LARS projects that would otherwise be beneficial.

Based on these discussions, MISO considered the implications of several potential time durations for the pairing requirement before determining that a fifteen-year pairing requirement for the generation and load struck the best balance between ensuring LARS was used as intended and enabling long term commercial certainty for Interconnection Customers. MISO reached this conclusion for several reasons. First, fifteen years is a standard duration for large load contracts and thus a fifteen-year commitment aligns with contracting timeframes. Second, fifteen years is a sufficiently extensive period to deter entities from invoking the needs of a specific large load as a pretext to bypass the DPP queue and receive unrestricted Interconnection Service on an accelerated timeline. This positions the DPP as the more flexible and lower risk option for Generating Facilities with all but the firmest long-term relationships with a large load. Finally, the fifteen-year period provides an outer limit on Interconnection Service risk that increases the commercial viability of LARS and avoids the potentially negative resource adequacy implications of imposing a permanent limitation with effects that would become known only beyond the reasonable commercial and planning horizon visible at the time LARS commercial arrangements are made.

With respect to the transition period, MISO will provide the Generating Facility up to one year after the LARS Associated Load withdraws to continue to operate under the LLGIA in order to provide time for the Interconnection Customer to enter the DPP and obtain new NR Interconnection Service.[74] MISO further proposes that this period would be extended for the duration of a DPP cycle if the Interconnection Customer submits an Interconnection Request for DPP processing and remains in such DPP cycle through to GIA. Operations during this transition period would be subject to MISO's Quarterly Operating Limits ("QOL") and Annual ERIS ("AERIS") processes to ensure reliability.[75] MISO developed this transition period to mitigate the impacts to a Generating Facility whose LLGIA must be terminated within the first fifteen Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS. The limited transition period also prevents adverse reliability impacts from operating the Generating Facility without the LARS Associated Load online and is consistent with

[74] *Id.*

[75] *Id.*

the requirement to obtain new Interconnection Service because it provides only a temporary bridge to avoid immediately taking the Generating Facility offline. While MISO fully expects that future DPP cycles will be completed within one year, MISO added the automatic extension as a safeguard against DPP delays. Because the automatic extension only lasts for as long as the Interconnection Customer maintains its Interconnection Request in the DPP and meets the progressively increasing commitments required by that process, this extension would not provide a useful stalling mechanism for Interconnection Customers that is not actively seeking new Interconnection Service.

After 15 years, it is reasonable to allow the Interconnection Service granted through the LLGIA to remain even if the LARS Associated Load subsequently leaves service. This allowance addresses the need for commercial certainty for the Generating Facilities participating in LARS and helps reduce any reliability impacts that may be associated with immediately terminating the LLGIA if the load were to go offline. This also reflects the purpose of LARS as providing a process for formally paired generation and load to be studied together and connect to MISO's Transmission System efficiently and effectively. Ultimately, the outcome of the LARS process is MTEP-approved transmission for reliable load integration into the system, the allocation of LLGIA generation interconnection service, a more optimized set of Network Upgrades within approximately 120-days, and generation/load pair that has agreed to remain paired within same LRZ for a minimum of fifteen years.

III. THE PROPOSED REVISIONS ARE JUST AND REASONABLE

The LARS proposal and its corresponding Tariff changes are just and reasonable. LARS provides a valuable tool to enable the study of LARS Associated Loads that are brought to MISO with a paired generation solution. LARS meets the urgent need for an accelerated evaluation process that accounts for both load and generation, responds to concerns identified in the Show Cause order regarding proximity between large loads and their associated generation, and does not disturb existing DPP processes. The LARS process is not unduly discriminatory to any potential market participant and respects existing roles and responsibilities. LARS brings together several independent MISO processes needed to integrate a new large load. Through the LARS Application, MISO has established a framework that allows different stakeholders to proactively coordinate the addition of these generation/load pairs onto the system. The result is an accelerated process that allows for the integration of generation/load pairs and optimized transmission solutions.

A. LARS COMPLEMENTS OTHER COMPONENTS OF MISO'S LARGE LOAD FRAMEWORK

The need to accelerate reliable power infrastructure is reflected in the DOE's Speed to Power initiative. DOE launched Speed to Power in September 2025 as an effort to accelerate development timelines for large-scale transmission and generation projects and ensure sufficient

power to meet rising electricity demand.[76] On June 18, 2026, the Commission issued the Show Cause Order addressing MISO's Tariff provisions governing the interconnection of large loads.[77] The Commission preliminarily found that aspects of MISO's existing Tariff may be unjust and unreasonable and identified potential reforms concerning the integration of large loads and associated generation.[78] Of particular relevance to LARS, the Commission addressed the absence of generator interconnection procedures and services designed to facilitate the interconnection of generation brought onto the transmission system to serve electrically proximate large loads.[79] The Commission also addressed the electrical relationship between a large load and generation intended to serve that load.[80]

LARS is responsive to the Commission's focus on the coordinated consideration of significant new load and generation. At the July 16, 2026 LLWG meeting, MISO first introduced a new proposal designed to align the study processes for new large loads and generation intended to serve those loads.[81] Certain stakeholders described MISO's proposal as allowing load and generation to be studied in parallel using consistent assumptions, thereby addressing timing mismatches between existing study processes.[82] MISO subsequently developed that concept into LARS and has included it within its broader large load framework. While LARS is an independent, standalone process and does not need the other parts of the framework to proceed as explained by Ms. Drake, it is complementary to other proposals in MISO's large load framework.[83] While the ZGIA process addresses the generator interconnection service and study framework for generation serving co-located load, LARS will address the distinct study issues presented by new generation and large load that are electrically proximate but are not eligible for ZG Interconnection Service.

LARS is intended to work in concert with MISO's broad large load framework by facilitating the coordinated study of qualifying large load additions and associated generation while

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76 DOE, *Speed to Power Initiative* (Sept. 18, 2025) (describing Speed to Power as an initiative to accelerate development timelines for large-scale transmission and generation projects to meet rising demand for reliable and secure energy).

77 *Midcontinent Indep. Sys. Operator, Inc.*, 195 FERC ¶ 61,212 (2026) ("Show Cause Order").

78 *Id.*

79 *Id*. at P 117 (expressing concern that the absence of such procedures and services could result in MISO's generator interconnection process failing to keep pace with new large loads seeking to integrate onto the MISO transmission system).

80 *Id.* at P 113-119.

81 *See* MISO, LLWG, *Generation and Large Load Alignment*, LLWG-2026-6 (Jul. 16, 2026), available at: https://cdn.misoenergy.org/20260716%20LLWG%20Item%2006b%20Generation%20and%20Load%20Alignment%20Presentation768740.pdf.

82 *See* MISO, LLWG, *Generation and Large Load Alignment*, LLWG-2026-6, Stakeholder Feedback (July 30–31, 2026) (including stakeholder feedback supporting an integrated process for studying load and generation in parallel and addressing timing mismatches between existing processes), available at: https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-generation-and-large-load-alignment-llwg-2026-6-20260716/.

83 *See* Drake Testimony at 8.

maintaining appropriate limitations on the rights available to generation that has not completed MISO's ordinary Generator Interconnection Queue process.[84] The preservation and protection of the DPP process was an express consideration in the LARS stakeholder process. Stakeholders have raised questions regarding how LARS generation will interact with generation already progressing through the ordinary Generator Interconnection Queue and the protections necessary to avoid adversely affecting existing Interconnection Customers.[85] The transmission capacity headroom available at the beginning of the DPP cycle is still available the end of the cycle and is not impacted by the LARS Applications.[86] Similarly, the transmission capacity headroom for the LARS models are separate and distinct as they start with different MTEP base models and the LARS models are not inclusive of generation without executed GIAs. The models from LARS and the DPP process will be reconciled through MTEP.[87]

In addition to ZGIA and LARS, MISO is working with stakeholders through the LLWG on additional initiatives that will address the other concerns raised by the Show Cause Order. MISO has introduced several of these initiatives at the LLWG meetings and many have specific details that are still being worked out with stakeholders. These additional initiatives and proposals will be evaluated through the LLWG through the fall and will ultimately be presented to the Commission in separate FPA section 205 filings by November 16, 2026.

B. ADDRESSING FERC'S SHOW CAUSE ORDER: ELECTRICALLY PROXIMATE REQUIREMENT

MISO continues to advance a coordinated set of solutions designed to balance speed to power, fairness, and, most importantly, reliability. In particular, MISO has developed solutions that are responsive to the Commission's concerns noted in the Show Cause Order surrounding the interconnection and study processes for co-location arrangements, large load reliability requirements, and now is addressing the need for service of proximate large loads. MISO has developed LARS against this backdrop of its broader efforts to address the reliable integration of large loads and associated generation. MISO developed the ZGIA process through the LLWG with express consideration of resource adequacy, markets, and reliable operations.[88] The LARS offers more flexibility in the siting of the load/generation pair to maximize the effectiveness of any transmission solutions developed. Thus, the ZGIA process will be utilized to meet the co-located

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84 *See id.* at 7-8.

85 *See* MISO, LLWG, *Large Load Addition Resource Study*, LLWG-2026-6, Stakeholder Feedback (Sept. 9, 2026) (reflecting stakeholder comments concerning the relationship between LARS and the existing Generator Interconnection Queue).

86 *See* Drake Testimony at 32-33.

87 *See id.*

88 ZGIA Filing at 5-6.

portion of the Order and LARS will address the electrically proximate large load portion of the Order, by pairing generation with large load in the same LRZ.

In its Show Cause Order, the Commission found that MISO's Tariff "appears to be unjust and unreasonable" because it did not contain provisions allowing an interconnection customer to serve "an electrically proximate large load."[89] The Commission defined electrically proximate large load to mean a large load "that is sufficiently electrically close to the interconnection customer's requested point of interconnection, such that the impact on the transmission system of the combination of the generating facility and the load, with the exception of the transmission facilities between the two, will be effectively the same as if they were located at the same substation (e.g., large load that is located no more than two substations away from the generating facility)."[90] The Commission then stated that it would consider proposed revisions to this definition to "ensure it is appropriately tailored to MISO's transmission system."[91] Per this invitation, MISO is now proposing revisions that address the Commission's concerns related electrically proximate generation and load pairs as part of a broader regionally-tailored framework.

LARS establishes the Tariff structures necessary to enable an Interconnection Customer to serve an electrically proximate load under study processes that reflect the interaction between generation and load. In MISO, anchoring the proximate requirement with the LRZ is more efficient and effective because it aligns with MISO's existing resource adequacy construct and enables more generation to serve a single load across a broader area but in a manner that still addresses resource adequacy and reliability of the system. MISO did not want to limit the pairing of generation with associated load to a specific number of substations because that is likely too geographically narrow and could limit how MISO may optimize common transmission solutions. Moreover, allowing Generating Facilities participating in LARS to interconnect at multiple POIs provides a "proximate plus" solution for the pairing of load with generation. This provides Interconnection Customers with the necessary flexibility to serve extremely large loads and in way that MISO can optimize any necessary transmission solutions. As Ms. Drake explained in her testimony, "[u]ltimately, limiting the generation and LARS Associated Load to locations within the same LRZ ensures deliverability of the generation to the LARS Associated Load because it avoids potential capacity import / capacity export limitations for the individual LRZ and also avoids price separation between the paired generation and LARS Associated Load."[92] This structure also reflects stakeholder feedback regarding the need to accommodate the interconnection of large, landlocked loads that may need additional POIs.

The LARS process was designed to produce optimized load-and-generation Network Upgrades, which aligns with the intent of the Show Cause Order and the proximate generation requirement. Requiring the load and the generation to be located in the same LRZ provides the necessary proximity while also providing sufficient flexibility to enable LARS to be a successful

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89 Show Cause Order at P 113.

90 *Id.* at P 112.

91 *Id.*

92 Drake Testimony at 40-41.

process.[93] MISO is confident that LARS is a beneficial addition to its large load framework, differentiated from the co-location requirements of the ZGIA process, and provides another just and reasonable way for large loads to connect to the grid. Accordingly, LARS intends to provide a resource solution associated with significant new demand without establishing an unrestricted alternative to MISO's ordinary generator interconnection process. Together with the ZGIA framework, LARS provides MISO with an additional mechanism to facilitate the development of resources needed to support significant new load growth while maintaining reliability and appropriate protections for existing Interconnection Customers.

IV. DESCRIPTION OF PROPOSED TARIFF REVISIONS

To implement the LARS process proposed herein, MISO is requesting approval of new Tariff provisions, as well as revisions to several existing provisions.[94]

A. Attachment X (Generator Interconnection Procedures).

The proposed Tariff revisions implement the LARS process and are necessary to distinguish the key differences in how the LARS study process and the resulting LLGIA will operate in comparison to MISO's standard three-phase generator interconnection queue. For convenience, MISO discusses the revisions to the GIP by section, below.

1. Section 1: Definitions

Section 1 contains definitions that are used throughout the GIP and its supporting attachments. MISO is proposing both to add several new terms and definitions to Attachment X, as well as to revise the definition of several existing terms. The proposed new definitions are necessary to implement the LARS process and to provide clarity and consistency throughout the GIP. MISO proposes the following revisions to existing definitions in Attachment X:

> **Interconnection Customer** shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application.
>
> **Interconnection Request** shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new

[93] *Id.* at 39-40.

[94] This transmittal letter frequently quotes proposed Tariff revisions to facilitate its explanation. In the event of a conflict between the Tariff language as discussed in this letter and that reflected in the attached Tariff sheets, MISO intends that the language in the attached Tariff sheets control.

Generating Facility, or a request for the Expedited Resource Addition Study for a new generation capacity, or a request for the processing of a proposed Generating Facility as part of a Large Load Addition Resource Study, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, LARS Associated Transmission Customer, or any combination of the above.

These changes are necessary to properly document that LARS projects will be studied separately from MISO's generator interconnection queue and will require a separate election in Appendix 1 to the GIP ("Interconnection Request for a Generating Facility") to be studied as a LARS project. MISO proposes these revisions to ensure that the LARS process is included in the Interconnection Request procedures and to clarify that the Interconnection Customer in the LARS process may not be the same entity that is the Transmission Customer or Transmission Owner.

MISO also proposes the following new definitions for addition to the GIP (and LLGIA):

Large Load Addition Resource Study (LARS) shall mean the procedure as set forth in Section 3.12 of this GIP for studying a Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load.

Large Load Addition Resource Study (LARS) Period shall mean the period of time in which Interconnection Requests for proposed Generating Facility are studied in parallel with the study of a LARS Associated Load Customer's proposed load. There are three LARS study periods in one year and each study period will run for approximately 120 days. All Interconnection Customers requesting to join the next Large Load Addition Resource Study (LARS) shall submit their Interconnection Request to the Transmission Provider no later than the LARS application deadline as published on the MISO public website, which shall be at least twenty (20) Business Days prior to the scheduled kick-off of the LARS cycle published on the MISO public website.

These definitions are necessary to describe the study that MISO will conduct for a generation/load pair in the same process. These definitions also establish that LARS will be conducted three times per year and provides the timing requirements of when the LARS Applications must be submitted to MISO to be included in the LARS process.

Large Load Generator Interconnection Agreement (LLGIA) shall mean the form of interconnection agreement governing the terms and conditions of Large Load Interconnection Service, set forth in Appendix 6 to the GIP. This agreement shall follow

> the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect the Large Load Addition Resource Study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the LLGIA. A LLGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses LLGIAs.

MISO proposes the above definition for the *pro forma* agreement that would be tendered to an Interconnection Customer at the conclusion of the LARS process. MISO notes that the LLGIA is closely based on the MISO's *pro forma* GIA in Tariff Attachment X, Appendix 6 with modifications as described below. MISO includes the last sentence of this definition to avoid any confusion and clarify that the numerous references in other sections of the Tariff to GIAs include LLGIAs by default.[95]

> **LARS Application** shall be a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS Application shall be a form of Interconnection Request.

MISO is adding this defined term to the Tariff provides the vocabulary needed for discussing all of the pieces of information that must be supplied to MISO in a single submission prior to participating in the LARS process.

> **LARS Associated Load** shall mean a source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load.

> **LARS Associated Transmission Customer** shall mean the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Adding these defined terms to the Tariff provides the vocabulary needed for discussing the specific load that a Generating Facility with a LLGIA is limited to serving and to identify the entity responsible for submitting the LARS Application.

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[95] MISO has built its LLGIA Tariff sheets using the latest effective version of Appendix 6 to Attachment X of the Tariff. This does not include the ZGIA revisions currently housed in Appendix 19, which are pending before the Commission in Docket No. ER26-3552-000 or MISO's revisions submitted in compliance with Order No. 2023, which remains pending before the Commission in Docket No. ER24-2046-003. MISO has used this approach for version control and administrative reasons. MISO commits to reconcile these versions as appropriate once they are accepted.

2. Section 2.1—Application of Generator Interconnection Procedures

MISO proposes to add a subsection k to GIP Section 2.1 that governs the application of interconnection procedures. This subsection explains that a request for LARS should be evaluated according to the procedure in GIP Section 3.12, which is a new Section MISO proposes to add for the implementation of the LARS process. This addition is necessary to distinguish the process for evaluating requests for LARS from other projects entering MISO's generator interconnection queue.

3. Section 3.3.1—Valid Interconnection Request

MISO proposes to revise Section 3.3.1, which encompasses the procedures for submitting an Interconnection Request. The revisions include clarifying language surrounding the timeline for submitting LARS Applications to MISO and where the application timeline will be posted on the MISO website. MISO also proposes to increase the Non-Refundable Deposit 1 (D1) to $250,000 for LARS projects and to require an entry milestone (M2) of $30,000 per Megawatt for new Interconnection Service requested to ensure only projects that are "shovel ready" and commercially viable apply to LARS.

To further demonstrate that a project is "shovel ready," all documentation, milestone payments, deposits and any necessary data is required at the time of LARS Application submission. These up-front requirements will allow MISO to complete the study process within its estimated 120-day timeframe. MISO also proposes to require that LARS projects have a Commercial Operation Date within three calendar years from the date of the Interconnection Request and the LARS Associated Load will have an identical anticipated Service Commencement Date. All LARS projects are eligible to use the grace period of up to three years as documented in GIA Article 2.3.1.

4. Section 3.5.1.1—Inclusion in a JTIQ Screening Group, JTIQ Participation Group, and JTIQ Commitment Group

MISO proposes to revise GIP Section 3.5.1.1 subsection (1) to clarify that LARS projects shall be included in a JTIQ Screening Group, along with projects in the generator interconnection queue. As discussed in prior stakeholder meetings, MISO intends to consider LARS projects for JTIQ. This revision is necessary to ensure that LARS projects are properly included in JTIQ Screening Groups along with projects from MISO's DPP interconnection queue.

5. Section 3.5.4—Affected Systems Coordination Procedures to Interconnection Requests Included in a Large Load Addition Resource Study

MISO proposes new Section 3.5.4 governing coordination with affected systems in the evaluation of Interconnection Requests participating in LARS. Proposed Section 3.5.4 closely follows the affected systems coordination procedure accepted for ERAS Interconnection Requests. Specifically, proposed Section 3.5.4 provides that MISO will apply the same coordination

procedures and screening criteria as that used for Interconnection Requests in the DPP. MISO submits that these rules are appropriate because they provide a structure for processing Interconnection Requests for LARS rapidly and in a manner that recognizes the serial nature of such studies. Requiring LARS Interconnection Customers to execute LLGIAs where affected systems information has not yet been provided is necessary to maintain the accelerated speed of the LARS process and to provide certainty to LARS Interconnection Requests in subsequent LARS study periods whose models will be built from the prior completed study. MISO will work with its AFS partners to accelerate the AFS study process of any projects participating in LARS.

6. Section 3.12—Large Load Addition Resource Study

MISO proposes to add new GIP Section 3.12 to encompass the necessary processes and implementation details for the LARS process. LARS provides a single application and study process that produces an optimized set of Network Upgrades in 120 days for any large load and generation pair that meet the requirements set out in this section.

7. Section 3.12.1 – Pre-Submission Coordination Process

Proposed Section 3.12.1 explains the pre-coordination procedures required for parties to a LARS Application. The purpose of this new section is to build in a coordination and collaboration process into the LARS timeline. Since a LARS Application requires information from a wide variety of parties, a viable application requires that the parties have met and agreed on key details before submitting the required materials to the LARS process. These agreements will ensure that all the parties agree on the POI for the Generating Facility(ies), avoiding post-submission withdrawals and enabling MISO to complete the LARS studies on an accelerated basis.

First, the revisions state that the LARS Associated Transmission Customer initiates and submits the LARS Applications with support from the Interconnection Customer on the generation side and the Transmission Owner on the load side.

Second, the proposed language explains the timeline for when Interconnection Customers looking to participate in LARS must contact the Transmission Owner to request a meeting to determine the POI for the Generating Facility. Interconnection Customers must request this meeting at least 45 calendar days prior to a LARS Application deadline. The Transmission Owner is then required to meet with the Interconnection Customer and any other impacted parties within 10 business days. Following the meeting to discuss an agreed-upon POI for the Generating Facility, the Tranmission Owner will have at least 15 business days to provide an attestation for the LARS Application, which will state that the parties have agreed upon a definitive POI. This last provision is needed to avoid leaving the Transmission Owner with too little time to make the attestation.

8. Section 3.12.2

MISO proposes to add new GIP Section 3.12.2 to explain the requirements for participating in the LARS process.

First, MISO proposes to require the LARS Associated Transmission Customer and the potential LARS Interconnection Customer to provide an executed agreement evidencing that the output of the Generating Facility for which LARS processing is sought is intended to be used to provide energy to the LARS Associated Load. The proposed language is as follows:

> A LARS Application for processing through the Large Load Addition Resource Study must meet the requirements listed in Section 3.3.1 above, plus the following requirements:
>
> i. The Interconnection Request shall be accompanied by an agreement executed by the Interconnection Customer and either the LARS Associated Transmission Customer or the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility for which LARS processing is sought shall be used to provide energy to the LARS Associated Load. Such agreement shall take one of the following forms and state a minimum term of at least five (5) years to align with MISO's transmission planning horizon as described in Section I.D.1.b.ii of Attachment FF to the Tariff:
>
> a. A power purchase agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for LARS processing and the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or
> b. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or
> c. For Load Serving Entities (or an Alternative Retail Electric Supplier or equivalent in a retail choice state), evidence of other types of agreements that provide that the generation is intended to serve the LARS Associated Load customer. These agreements include, but are not limited to, a special contract, a large load tariff agreement, or retail service agreement.

This requirement is necessary both to prevent speculative Interconnection Requests, and to verify that the LARS Associated Load intends to use the output of the Generating Facility. The agreement may take several forms, as documented in Section 3.12.2, depending on the type of project and associated parties. This language is intended to limit LARS projects to those that have been formally paired together, while also ensuring that certain business models and agreements are not excluded from participating in LARS.

Second, MISO proposes to require any Interconnection Request submitted as part of a LARS Application include documentation demonstrating that the Electromagnetic transient ("EMT") modeling requirements have been met for inverter-based resource ("IBR") generation as specified in MISO's BPM. Including the specific technical data needed in the BPM is consistent with requirements for other types of Interconnection Requests and provides needed flexibility to update specific technical details as MISO and its stakeholders gain experience with new kinds of Interconnection Service Requests.

Third, MISO proposes to require that any Interconnection Request submitted as part of a LARS Application Demonstrate 100% site control including 100% generator and Interconnection Customer Interconnection Facility ("ICIF") site control. This is to ensure that truly "shovel-ready" projects apply to participate in LARS and reduces the risk of withdrawals later in the process.

Fourth, MISO proposes to require that any Interconnection Request submitted as part of a LARS Application include a one-line diagram showing the Generating Facility and associated electrical equipment. MISO also proposes to require a detailed power flow model for the proposed Generating Facility that includes the POI and any proposed system protection facilities. Because LARS Generating Facilities are restricted to serving a specified load, the LARS Associated Load, submission of detailed and accurate one line diagrams and power flow models showing both the Generating Facility, the LARS Associated Load, protection facilities, and their configuration with respect to the Transmission System is critical to accurately studying how a proposed LARS Generating Facility will interact with the Transmission System and to ensuring limited impacts. In addition, it is essential to document this configuration in the resulting LLGIA because the results of the LARS study will depend on the proposed configuration remaining as proposed.

Sixth, MISO proposes to require that any Interconnection Request submitted as part of a LARS Application request NRIS in an amount that is at least 200 MW (the minimum threshold for a LARS Associated Load) and in an amount that is not more than 150% of the peak Demand of the LARS Associated Load. The LARS Application must include the LARS Associated Load's expected peak demand over any one-hour period. This will allow MISO to know what the total amount of MW demand is expected from this load and ensure that the total amount of requested Interconnection Service by the Generating Facilities does not exceed 150% of that peak demand amount. These requirements strengthen the connection between the Generating Facility and the LARS Associated Load in such a manner as to consider them formally paired. Allowing a Generating Facility to serve up to 150% of the load's peak demand also allows for more flexibility in the kinds of generation that may participate in LARS.

MISO also proposes to require that the LARS Associated Load and any paired Generating Facilities be located in the same LRZ. In order to address the Commission's desire for large loads to have the option to be located electrically proximate to generation, MISO is proposing to expand the concept of "electrically proximate" to the LRZ and not limit it to a pre-determined number of substations. This serves two purposes. First, this allows load and generation to site near each other in a flexible way that will also optimize any common transmission solutions. Second, placing the electrically proximate requirement within the LRZ construct aligns LARS with MISO's existing resource adequacy construct.

Seventh, MISO is establishing three-year deadline for a Generating Facility's Commercial Operation date and requiring that the LARS Associated Load reach its full-service amount in the same amount of time. This provision provides the flexibility needed to enable both the generation and load to come online at roughly the same time while also providing a deadline by which they both must be fully operating on MISO's system. The Commercial Operation Date provisions follow those applicable under MISO's standard process. The requirement to specify an analogous date for the LARS Associated Load preserves and reinforces the linkage between the Generating Facility and the LARS Associated Load that underpins the LARS study.

Eighth, MISO is proposing to include a provision that would allow Interconnection Customers participating in LARS to elect the option to build. Notably, MISO is requiring that the Interconnection Customer include that election at the time of submission of the LARS Application and MISO will not accept future elections for the option to build after the LARS Application is submitted. This is to ensure certainty for MISO study processes and so that the proper internal administrative timelines can be established upon the submission of the LARS Application.

Ninth, MISO proposes to add provisions to allow a LARS Associated Load to be served by multiple Generating Facilities. The proposed revisions are as follows:

> A LARS Associated Load may be served by multiple Generating Facilities provided that:
> 1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,
> 2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided that they:
>   a. Be located in the same LRZ as the LARS Associated Load,
>   b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,
>   c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

MISO made this change in response to stakeholder requests to allow multiple POIs for generation located within the same LRZ as the LARS Associated Load. This revision allows multiple generators to aggregate behind a single POI to serve one LARS Associated Load. Due to the size of some of the large loads that are looking to connect to the system, allowing Generating Facilities to aggregate to supply for the large load is efficient. Adding the requirement that the Generating Facilities contained in a single LARS Application be sited behind a single POI enable MISO to adequately study the load with the requested generation. The requested minimum of requested Interconnection Service by the Generating Facilities must be at least 200 MW at each POI and generators can aggregate to reach that minimum. A LARS Associated Load may be served by several different groups of Generating Facilities at multiple POIs. To assist MISO with keeping track of the LARS Associated Load and its paired Generating Facilities, a LARS Application must

be submitted for each POI group of Generating Facilities. Thus, a LARS Associated Load should have a LARS Application for each POI where generators are serving it.

Tenth, MISO proposes to add language stating that no changes shall be made to the LARS Application, including any underlying Interconnect Requests, after submission. The proposed revisions are as follows:

> No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

Because the timeline from submission to an executed LLGIA is 120 days, this proposed language is necessary to ensure that LARS projects are studied expeditiously and can be online as soon as possible to meet the stated resource adequacy and/or reliability need. To make this timeframe workable and avoid delays that would impact other Interconnection Customers, it is necessary to require that these Interconnection Services be well-considered and provide certainty with respect to the details to be studied at the time they are submitted. This readiness requirement is mitigated by the fact that MISO will complete the LARS study process three times per year. Therefore, an Interconnection Customer that is not certain of the details to be included in its Interconnection Request for the LARS Application would only need to wait until the following LARS study period for another opportunity to participate. Moreover, MISO has included language that will allow LARS applicants to change their COD or In-Service Date if their LARS Application is pushed to a later LARS study period.

Eleventh, MISO proposes a paragraph to allay concerns expressed during the stakeholder process that LARS could be read as conflicting with state and local laws by allowing the owner of a generator that is not a Load Serving Entity to serve load when not authorized to do so by state law. The inclusion of this language neither imposes, nor is intended to impose, any independent restrictions on an Interconnection Customer.

Finally, MISO proposes to limit the period of review to identify deficiencies in LARS Applications to a single period for MISO and to limit the period for curing the identified deficiencies to a single period for the LARS applicants. This will ensure that the study process remains on track and timely as it avoids multiple review and cure periods for MISO and the LARS participants. If the LARS Application is not cured within the one allotted cure time period, then it will be automatically withdrawn from LARS with any associated penalties.

9. Section 3.12.3 – Evaluation Process for Large Load Addition Resource Study Interconnection Request

MISO proposes to add GIP Section 3.12.3 to facilitate the evaluation process of projects seeking to use LARS and limits the number of generation/load pairs to be studied to ten per LARS

study cycle. The proposed language explains that projects will be evaluated in the order in which they are submitted. Proposed language also clarifies that if the project is found to be ineligible for LARS, the project will lose its Non-Refundable Deposit D1. The risk of losing a large deposit if determined to be ineligible for LARS will encourage parties to only submit projects that they are certain will meet the strict LARS requirements. This requirement addresses MISO's need for certainty on transmission needs and their associated costs.

Proposed Section 3.12.3 also documents the process for projects currently in the DPP process to transfer to LARS for evaluation. In the situation where a project in the generator interconnection queue is eligible to participate in LARS, proposed language clarifies that the project will forfeit its Non-Refundable Deposit D1 and will be subject to withdrawal penalties per Sections 7.6.2.1.1 and 7.8. This proposed addition is necessary to ensure that projects dropping out of the generator interconnection queue do not harm remaining projects in their respective cycles. Similarly, proposed language in Section 3.12.3 limits projects from leaving the generator interconnection queue to LARS to only those that have not reached Decision Point II. This language is required to ensure that projects remaining in the generator interconnection queue are not harmed by restudies that occur after projects drop out after Decision Point II.

10. Section 3.12.4 – The Study

MISO proposes to add a new GIP Section 3.12.4 to describe the studies that will take place for LARS generation projects. The proposed revisions are as follows:

> The Interconnection Study for LARS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study LARS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each Interconnection Request, including the LARS Associated Load, individually in a serial fashion based on their submission date per LARS Study Period. The LARS interconnection study will result in a Final LARS System Impact Study and any associated LARS Interconnection Facilities Studies.
>
> Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final LARS study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.
>
> Mitigations developed to address violations observed in only the transmission studies shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address common violations observed in both the

> transmission study and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

This proposed section implements the alignment of the load and generation study process and describes the generation study side of LARS. The transmission and generation studies remain separate but run in parallel and conclude at approximately the same time. This language is necessary for LARS Applications to be evaluated on a rolling basis during each LARS study period. The studies will be performed serially, based on submission date. Serial studies are ideal for LARS projects since there will be a considerably smaller number of proposed LARS generation/load pairs per year. On the generation side of the LARS study process, each generation/load pair will be studied individually in a serial fashion in their own model.

Proposed language in this section also explains that any Affected System Study results, if available, will be included at the time of the final LARS study. If the Affected System Study results are unavailable at the time of the final study, those results will be provided separately when received from the applicable Affected System.

Finally, the proposed language at the end of Section 3.12.4 addresses how mitigations developed to address violations will be assigned depending on where they were observed. If they were only observed in the load side study of LARS, then they will be assigned BRPs and Other project types. If mitigations were developed to address violations observed in both the generation and load studies, then they will be assigned BRPs and Other project types. And finally, any mitigations developed to address violations observed that were caused *only* in the generation study will be assigned to the Interconnection Customer under the Generator Interconnection Project ("GIP") project type.

11. Section 3.12.5 – Notice to Proceed to LLGIA

MISO proposes to add the following Section 3.12.5, which is titled Notice to Proceed to LLGIA. This proposed language is necessary to distinguish between the shorter timeline for LARS and the general timeline for providing a notice to proceed for a DPP interconnection project. The shortened five Business Day timeline is necessary to allow Customers to execute their LLGIA within approximately 120 days from kickoff of the LARS study period.

12. Section 3.12.6 – GIA for Large Load Addition Resource Study Projects (LLGIA)

Proposed GIP Section 3.12.6 governs the timeline and necessary requirements regarding tender of the draft *pro forma* LLGIA and JTIQ applicability, and also points to Sections 11.1 through 11.4 of the GIP governing procedures such as MISO's tender of the draft LLGIA, negotiations, and execution of the LLGIA. This proposed Section provides a five Business Day

timeline for MISO to tender a draft *pro forma* LLGIA after receiving notification of the Interconnection Customer's intent to proceed to LLGIA.

Due to the varied nature of MISO's and SPP's processes related to JTIQ Service Agreements, proposed revisions provide a path forward for JTIQ eligible LARS projects if SPP's JTIQ Service Agreement has not been provided to the Interconnection Customer prior to the tender of the draft LLGIA. If the SPP JTIQ Service Agreement has not been received at the time of MISO's tender of the LLGIA, proposed language requires JTIQ eligible LARS projects to include a milestone in GIA Appendix B requiring the parties to execute or request the unexecuted filing of an SPP JTIQ Service Agreement within 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Proposed language also states that LARS Interconnection Requests included in a JTIQ Participation Group shall adhere to all JTIQ procedures and execute JTIQ Service Agreements as applicable.

13. Section 3.12.7 – Large Load Addition Resource Study Refunds

Proposed GIP Section 3.12.7 and its subparts document the process for obtaining refunds of study deposits and milestone payments in the LARS process.

Proposed GIP Section 3.12.7.1 governs applicable refunds of the Study Deposit (D2). As with generator interconnection requests, LARS D2 study deposit amounts are based on Megawatt amount of new Interconnection Service of the LARS project as stated in GIP Section 3.3.1. The Interconnection Customer will be charged the actual amount of the Large Load Addition Resource Study and will be required to pay any additional costs or will be refunded any overages as applicable.

Proposed GIP Section 3.12.7.2 details the process for receiving a refund of the LARS milestone payment M2. LARS projects are eligible to receive a 100% refund of M2 upon withdrawal prior to execution of the LLGIA. If a LARS project withdraws after execution of the LLGIA, the project is only eligible to receive a refund of any remaining M2 milestone after meeting the Initial Milestone Payment and/or Network Upgrade costs memorialized in the LLGIA.

Should a project withdraw after execution of the LLGIA, the proposed Section 3.12.7.3 documents the process for providing the initial payment to the Transmission Owner, which will occur within forty-five Calendar Days from the effective date of the LLGIA. If the M2 provided by the Interconnection Customer exceeds the initial payment amount, MISO will provide a refund of any remaining M2 within 45 Calendar Days of the effective date of the LLGIA. If the Interconnection Customer's M2 is less than the initial payment, the proposed language of 3.12.7.3 requires the Interconnection Customer to provide the remaining portion of the initial payment to the Transmission Owner.

The proposed language in Section 3.12.7.4 describes what happens when the LLGIA is terminated or the large load is withdrawn from the LARS process before or after the minimum fifteen-year pairing period has passed. The proposed language in the first paragraph is as follows:

> In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPs and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load may go through MTEP and during that transition may be subject to similar limitations if the load's Service Commencement Date is prior to the date LARS Generating Facility commences commercial operation.

The purpose of this language is to clearly establish that the Interconnection Customer is responsible for all assigned Network Upgrades that are classified as GIPs identified in the LLGIA. MISO is proposing this language to ensure that whether or not the LLGIA is ultimately terminated or filed unexecuted, the Interconnection Customer is on the hook for the costs associated with its proposed project. This is necessary to clearly assign responsibility to the Interconnection Customer and to protect other market parties from paying for those costs. The language also clarifies what will happen to the LARS Associated Load if the Generating Facility fails to commence operations or retires completely.

The next paragraph of Section 3.12.7.4 addresses these permutations in the following language:

> In the event that the LARS Associated Load is withdrawn from LARS or ceases use of the Transmission Service granted through LARS within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, then operations of the Generating Facility shall be subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") for a one year period until termination as set forth in Article 2.3.1 of the Attachment X Appendix 6. An Interconnection Customer that desires to continue injections shall be required to obtain Interconnection Service through the DPP as described in Attachment X. The LLGIA will be terminated after the period specified in Article 2.3.1. Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

Since the successful operation of LARS is dependent on the formal pairing of both the generation and load for fifteen years, MISO has proposed Tariff language to address different permutations of what happens if the generation were to stop operating or the load were to stop accepting Transmission Service within the first fifteen years.

If the LARS Associated Load ceases service within the first fifteen years, then the Generating Facility will have up to one year to acquire new Interconnection Service. MISO added this provision in response to stakeholder concerns that the termination of the relationship between the LARS Associated Load and the Generating Facility (either through termination of their agreement or the LARS Associated Load discontinuing operations) could leave an otherwise useful Generating Facility suddenly without Interconnection Service and unable to serve other Load needs. If the LARS Associated Load withdraws from LARS in the first fifteen years, then its paired Generating Facility will be subject to AERIS and the QOL processes and will have up to one year to obtain Interconnection Service through the MISO DPP process. If the Generating Facility is unable to obtain new Interconnection Service within one year, then the LLGIA will be terminated. This is necessary to avoid any resource adequacy concerns that might be implicated by immediately terminating the LLGIA and provides flexibility for the Generating Facility to continue operating until it can be utilized in a different MISO process.

If the LARS Associated Load ceases service *after* the first fifteen years of being formally paired, then it is reasonable to allow the Generating Facility to continue to utilize the Interconnection Service granted through the LLGIA. Several stakeholders expressed concern that a permanent pairing requirement would strand a Generating Facility that had a remaining useful service life even if such Generating Facility could be used—or was needed—to address resource adequacy needs following the departure of the LARS Associated Load. MISO added this language in response to these stakeholders' legitimate concerns that Generating Facilities submitted to LARS in good faith and that had served LARS Associated Loads for long periods of time should not be forced to go offline or undergo a second study process with potentially significant new costs if the LARS Associated Load unexpectedly ceased operations.

Thus, MISO is requiring the generation and load to remain paired for fifteen years because it provides important safeguards that prevent customers from misusing the LARS process to obtain Interconnection Service and only serve the LARS Associated Load for a short period of time. Fifteen years is also a reasonable time period as reflected in many standard large load contracts and sufficient to deter entities from invoking the needs of a specific large load as a pretext to bypass the DPP queue and receive immediate and unrestricted service. This language clearly allows the Generating Facility to continue operating under the terms of the LLGIA after fifteen years have passed even if the LARS Associated Load ceases use of its Transmission Service. This provides the Generating Facilities with certainty after the fifteen-year period has passed and allows for these facilities to continue assisting with any resource adequacy needs that may be occurring at that time.

The final paragraph of Section 3.12.7.4 addresses what costs the LARS Associated Transmission Customer is required to pay for its participation in LARS. The proposed language is as follows:

> Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service. In addition, if the LLGIA for a LARS Associated Load is terminated, the

> LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, the load may go through the applicable MTEP study process.

The language clearly explains in what instances the LARS Associated Transmission Customer is required to pay for any assigned Network Upgrades. Once MTEP approval occurs for the LARS Associated Load, then the LARS Associated Transmission Customer is on the hook for any of the Network Upgrade costs assigned to the load's portion of the project. This language is necessary to ensure that Network Upgrades are built as anticipated, even after a Generating Facility can no longer operate. In this instance, the LARS Associated Load may go through the MTEP process.

This section clearly identifies which party is responsible for what mitigation costs. Once the LARS Associated Load receives MTEP approval, then the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other type projects assigned even if the load does not commence service. Similarly, if the LLGIA is terminated, then the LARS Associated Transmission Customer remains responsible for any associated costs identified in the LLGIA. If the LARS Associated Load commences service and then later withdraws the load portion of the MTEP Project, then the Network Upgrade costs assigned as BRP or Other projects remain the responsibility of the LARS Associated Transmission Customer. These provisions are necessary to ensure that the proper party pays for the associated costs of their portion of the LARS project even if they never commence service or later withdraw from LARS. These provisions can be implemented now and will be compatible with the large load study process reforms MISO is developing.

14. Section 3.12.8 – Transfer of Ownership of Large Load Addition Resource Study Interconnection Request

The proposed language in Section 3.12.8 is necessary to prevent transfers of ownership prior to LLGIA execution that might slow down the timeline for studying a LARS project and ultimately delay the ability for MISO to move LARS projects to LLGIA execution within 120 days from kickoff. Prohibiting any changes to a LARS Application prior to LLGIA execution will allow MISO to maintain its proposed LARS timeline and enable large loads to connect the system faster.

15. Section 3.12.9 – Modifications of Large Load Addition Resource Study Request

The proposed Section 3.12.9 is necessary to ensure that no details of a LARS Application are changed during the study process. The proposed revisions are as follows:

> After submission of the LARS Application, no modification to the Interconnection Request or any of its parameters, including any information provided by the Transmission Owner such as the agreed-upon Point of Interconnection, is permitted under Section 4.4 or otherwise prior to the execution or unexecuted filing of the final LLGIA. Any modification made by the Interconnection Customer, LARS Associated Transmission Customer, or Transmission Owner prior to the execution or unexecuted filing of the final LLGIA shall cause the LARS Interconnection Request to be deemed withdrawn.
>
> After entering the Large Load Addition Resource Study as defined in Section 3.12.4, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4 except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied. At the completion of the Large Load Addition Resource Study, the Commercial Operation Date and Service Commencement Date for the LARS Associated Load shall be set forth in the LLGIA.
>
> Consistent with Article 2.3.1 of the LLGIA, once that LLGIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the specified Commercial Operation Date set forth in the LLGIA, such specified Commercial Operation Date as set forth in the LLGIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the LLGIA if the Generating Facility has still failed to reach Commercial Operation.

The proposed language is necessary to ensure that LARS Applications are able to be studied on both the load and generation side within the timeframe required by LARS. MISO has to have certainty to complete these studies in parallel and in 120 days. Thus, it is not allowing any modifications to the information provided in the LARS Application and any modification made will result in the withdrawal of the LARS Application. Similarly, the proposed LARS COD requirements set forth in GIP Section 3.3.1 are specifically for generation needed to meet load intended to come online while LARS is in place. Disallowing changes to the In-Service Date or COD after entering LARS again provides the certainty necessary to ensure that these projects will remain paired during the process and will prevent projects with uncertain timelines from entering LARS.

16. Section 11 – Generator Interconnection Agreement (GIA), Facilities Construction Agreement (FCA), and Multi-Party Facilities Construction Agreement (MPFCA)

Proposed revisions to Section 11.1 include the distinction that LARS projects will not complete restudies and that the tender of the draft LLGIA will occur after the Interconnection Facilities Study is initiated through LARS. MISO also proposes to revise this Section to clarify that LARS Interconnection Requests tender of the LLGIA will occur on a different timeline than DPP projects, which timeline for tender is memorialized in new GIP Section 3.12.6. These edits are necessary to properly document the shortened timeline for tender of LARS projects and the differences in timing between LARS projects with one study and DPP projects with multiple studies.

MISO proposes to revise Section 11.2 to clarify that LARS projects will have a shorter, 10 Business Day timeline to return comments on the draft LLGIA. MISO also proposes to revise this Section to clarify that MISO shall tender a revised draft LLGIA after 5 Business Days of receiving the comments. For LARS projects, negotiations of LLGIAS shall be no more than 20 Business Days from the notice to proceed in Section 3.9.4. Revisions to 11.2.1 clarify that LARS projects are unable to postpone the start of the LLGIA negotiation period. These edits are needed to shorten the negotiations timeframe to keep the LARS process to approximately 120 days from kickoff to LLGIA execution. This shortened timeframe will ensure that LARS projects are able to execute the LLGIA quickly and come online within the timeframe allotted to serve the project's identified need.

MISO proposes to revise Section 11.3 to provide that for LARS projects the Transmission Provider shall provide the Interconnection Customer and Transmission Owner a final LLGIA within 15 Business Days after completion of the negotiation period in accordance with Section 11.2. These revisions also provide that the parties must execute the LLGIA or request to file unexecuted within 15 Business Days of tender of the final LLGIA, otherwise the project will be deemed to have withdrawn its Interconnection Request. These revisions are required to properly document the shorter timeline for LARS projects as compared to the timeline for DPP GIA execution as memorialized in this Section.

The proposed revisions of Section 11.4 simply expand the requirements related to the commencement of interconnection activities to LLGIAs.

B. <u>Attachment X – Appendix 1 (Interconnection Request for a Generating Facility)</u>

MISO is proposing to revise this Appendix to integrate the LARS framework into the interconnection request form. These revisions include adding new options for interconnection requests and interconnection service to accommodate LARS, confirm that the amount of Interconnection Service cannot exceed 150% of the total amount of its LARS Associated Load, to describe the requirements for LARS Associated Load and facilities to connect to the Transmission System, along with System Protection Facilities or operating procedures to prevent injections onto

the Transmission System beyond the substation and voltage level where the Resource is located, and to describe requirements for the disclosure of additional information for MISO to evaluate the request. The specific changes are:

- Section 1: MISO has added a new section requiring information for the LARS Application.

- Section 2: MISO has added a new check box for a Generating Facility to indicate the Interconnection Request is for processing through the Large Load Addition Resource Study process.

- Section 4: MISO has added a new address or location section for the LARS Associated Load to fill out.

MISO has also added a new row for NRIS Service requested for processing through LARS to the table of required information by type of service requested. This row requires the Interconnection Customer to indicate the MW/MVAR of the request and states that the amount of NRIS shall not be less than 200 MW and not exceed 150% of the LARS Associated Load's peak demand expected over any one-hour period, including the load MW amount and the percentage.

MISO added a new sub-section (e) for LARS Interconnection Requests anticipated Service Commencement for the LARS Associated Load by day, month, and year. A new contact section was added for the LARS Associated Transmission Customer and the LARS Associated Load contact.

MISO added a new sub-section (h) requiring an agreement executed by the Interconnection Customer and the entity that owns or controls the LARS Associated Load meeting the requirements of Section 3.12.2 of the Generator Interconnection Procedures.

In sub-section (i), MISO added new information requirements including the POI MTEP substation bus number, the LRZ of the POI, and the attestation required by Section 3.12.1 of the Generator Interconnection Procedures.

MISO added a new sub-section (t), requiring the identification of the LARS Associated Large Load POW, the LRZ the POW is located in, and amount of Transmission Service Requested for the LARS Associated Load.

- Attachment A-5: MISO has added a new paragraph below the dynamic modelling information required for other types of Interconnection Requests to require to require Interconnection Customers participating LARS to provide a detailed power flow model that includes the LARS Associated Load, its Point of Withdrawal, and the POI for the Interconnection Request, as well as system protection facilities. This provides necessary information for MISO to study the Interconnection Request.

- Attachment A-6: MISO has added a paragraph requiring that all inverter-based generators must comply with all modeling requirements specified in BPM-015 and that all LARS inverter-based generators must comply with the modeling requirements specified in BPM-015 Appendix I.

MISO submits that these requirements are just, reasonable, and necessary to the performance of LARS process given the formal pairing of the Generating Facility and LARS Associated Load to this new type of study process.

D. Attachment X – Appendix 6 (Generator Interconnection Agreement)

MISO is proposing to revise this Attachment to require contractual commitments associated with the LARS Associated Load.

1. Revisions to Recitals

MISO proposes a new fifth recital for use in the LLGIA that explains that the output of the Generating Facility will be used to serve the LARS Associated Load. Including this recital provides clarity about what the LLGIA does at the front of the document.[96]

2. Revisions to Article 1—Definitions

MISO proposes to include the same new and revised definitions in the LLGIA that are proposed for inclusion in the GIP. The proposed terms and definition language are identical to those described above for GIP revisions except for non-substantive edits needed to reflect the location of the definition in the LLGIA rather than the GIP.[97] MISO refers to its discussion above and asks that the Commission accept the definition changes as just and reasonable for the reasons explained in the discussion of these changes.

MISO also added the following definition for the LARS study process to indicate the point in the system where the LARS Associated Load is connected:

> **Point(s) of Withdrawal (POW)** shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.[98]

MISO proposes this definition in order create a load equivalent to the existing defined term, Point of Interconnection, which is used to describe the point at which the Interconnection Facilities

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[96] When merged with Appendix 6, MISO would include this recital in brackets indicating it is to be used only for LLGIAs.

[97] These changes consists of revising "these GIP" to "the GIP" in Appendix 19 in order to avoid confusion. The change is not intended to be substantive.

[98] MISO proposed this defined term as part of its ZGIA filing. While the definition remains pending, MISO proposes it again here because LARS utilizes this concept and is being built from Attachment X, Appendix 6 rather than Appendix 19 where the pending definition is included.

connect to the Transmission System. Because the relative location and configuration of Load with respect to the Generating Facility and to the Transmission System is a critical component LARS, vocabulary is needed to discuss the point where the LARS Associated Load connects to the Transmission System in reference to the Point of Interconnection. The term "Point(s) of Withdrawal" provides a delineation between the two points that facilitates clearer Tariff rules.

3. Revisions to Article 2.3—Termination Procedures

MISO proposes revising Article 2.3.1 describing the conditions under which a LLGIA will be terminated by the Transmission Provider. The proposed revisions are as follows:

> This LLGIA shall be terminated by Transmission Provider after giving Interconnection Customer ninety (90) Calendar Days advance written notice if:
>
> (1) the LARS Associated Load or a portion of the LARS Associated Load fails to achieve a Service Commencement Date for Transmission Service by the Commercial Operation Date for this Generating Facility, including any extension provided thereunder; or
> (2) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, the LARS Associated Load or a portion of the LARS Associated Load has ceased use of Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or
> (3) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect except that a replacement agreement that satisfies the requirements of GIP Section 3.12.2.i involving the same Generating Facility and LARS Associated Load.
>
> In the event that the LARS Associated Load ceases use of its Transmission Service or the agreement required by Section 3.12.2.i terminates within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, this Agreement shall be terminated one year after the date of such occurrence. During such one year period the Generating Facility shall be allowed to operate subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") processes as specified in BPM-015 Section 6.6 in order to allow the Interconnection Customer to obtain new Interconnection Service pursuant to the GIP. If the DPP processing is delayed beyond one year due to factors beyond the Interconnection Customer's control, then this LLGIA shall be extended until the relevant DPP studies are completed provided Interconnection Customer' Interconnection Request is not withdrawn.
>
> Where: (1) the LARS Associated Load fails to commence service for the full amount of Transmission Service requested in the LARS Application by the

> Commercial Operation Date for this Generating Facility, including any extension provided thereunder; (2) ceases use of such full output within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or (3) the parties to the agreement required by Section 3.12.2.i reduce the MW output from the Generating Facility that the LARS Associated Load intends to utilize within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, Transmission Provider shall only terminate the portion of the Interconnection Service granted under this LLGIA that exceeds 150% of the reduced peak Demand being utilized by the LARS Associated Load.
>
> Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

This proposed section lays out the instances where a LLGIA will be terminated, which includes when the LARS Associated Load (or some portion thereof) fails to achieve a service commence date by the COD of the Generating Facility, when LARS Associated Load has ceased use of the transmission service granted through LARS for a period of one year, or when the required executed agreement under GIP Section 3.12.2.i is terminated.

The second paragraph goes into additional detail regarding what happens when the LARS Associated Load no longer operates. The Generating Facility's LLGIA is not immediately terminated but it is granted up to one year to acquire new Interconnection Service. During that year, the Generating Facility must operate subject to MISO's AERIS and QOL processes as specified in the BPM.

MISO refers the Commission to its discussion of parallel language in GIP Section 3.12.7.4 as described in this transmittal letter, for additional explanation of why this language is just and reasonable.[99]

The third paragraph addresses the situation where the LARS Associated Load changes its amount of Transmission Service to a lower amount than was originally requested in the LARS Application. In that circumstance, MISO will only terminate (or amend) the portion of the Interconnection Service granted by the LLGIA that exceeds 150% of reduced peak demand being utilized by the LARS Associated Load. This will ensure that the generation remains paired with the load and results in an amended LLGIA for the Generating Facility.

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[99] *See* discussion regarding Attachment X, Section 3.12.7.4, *supra* at pp. 34-36.

MISO is also revising Article 2.3.3 to state that LARS projects must provide all security required in Section 2.4 prior to any termination request for a LARS project becoming effective. The proposed language is as follows:

> For LLGIAs, all security as required by Section 2.4 shall be provided prior to termination.
>
> For LLGIAs, any termination or withdrawal of the LARS Application from LARS or any cessation of operations or discontinuation of Transmission Service by the LARS Associated Load shall be an event of default pursuant to Article 17 of this LLGIA.

This language is necessary to ensure that projects are held liable for any Network Upgrades that would be memorialized in an LLGIA or related agreement and to prevent harm to other projects due to the withdrawal.

MISO is proposing to revise Article 2.4 to specify that should a LARS project terminate, it will be liable for any Network Upgrade costs identified in the LLGIA or that would be memorialized in an FCA, MPFCA, or JTIQ Service Agreement. The proposed language is as follows:

> In the event that this LLGIA is terminated by Interconnection Customer, Interconnection Customer is responsible for the full cost of all Network Upgrades that are designated as GIP projects and are identified in this LLGIA as well as any GIP Network Upgrades identified during the LARS process that are to be memorialized in an agreement other than this LLGIA, including any applicable FCA, MPFCA, or JTIQ Service Agreements. If the Network Upgrade costs for Network Upgrades subject to an FCA, MPFCA, or JTIQ Service Agreement have not been finalized or the Interconnection Customer has not made the payment under such agreement as of the date that termination of this LLGIA is sought, Interconnection Customer shall provide the payment or security for such Network Upgrades in the amount required by the applicable agreement. If such agreement has not been executed and final costs are not available as of a date that termination is sought, Interconnection Customer shall provide such payment or security in an amount corresponding to the most recent estimate provided by the Transmission Provider during the LARS process. Interconnection Customer shall pay or Transmission Provider shall refund, as applicable, to Interconnection Customer the difference between the amount of any estimated payment or security made pursuant to this Article and the final cost of such Network Upgrade within ninety (90) Calendar Days after such final costs are invoiced to the Interconnection Customer.

These additions are necessary to establish that if the final costs have not been determined, the Customer must provide security according to the most recent estimate. Additionally, the Transmission Provider will provide any applicable refunds of payments or security within 90 Calendar Days of providing the final invoice of NUs to the Customer. As stated above, the

proposed language is necessary to ensure that only "shovel ready" projects submit to LARS, knowing those projects will assume the risk of paying for any Network Upgrades identified in an LLGIA or that would be memorialized in an FCA, MPFCA, or JTIQ Service Agreement. This language will ensure that no other projects are affected by the termination.

4. Revisions to Article 4.1—Interconnection Product Options

MISO also proposes adding a check box in Article 4.1 to indicate whether the LLGIA has been processed through the LARS Study Process. The option indicates that ER and NR are the only options.

5. Revisions to Article 9.7.4.7—Operations under an LLGIA prior to Service Commencement Date

MISO proposes to add new article 9.7.4.7 establishing the obligation of a Generating Facility with an LLIGA prior to service commencement date. The proposed revisions are as follows:

> If this GIA is an LLGIA, Interconnection Customer shall not commence Commercial Operation or otherwise inject electricity onto the Transmission System prior to the Service Commencement Date of the LARS Associated Load except for injections associated with testing otherwise allowed by this LLGIA. In the event that the LARS Associated Load commences service for an amount of Transmission Service less than the amount requested in the LARS Application, Interconnection Customer's injections shall be subject to the Annual ERIS Evaluation Study and Quarterly Operating Limits processes as described in Section 6.6 of the Generator Interconnection Business Practices Manual and may be limited to the current Demand of the LARS Associated Load until such time as the LARS Associated Load has commenced service.

These provisions allow the Generating Facility to operate even when the LARS Associated Load has commenced service for lower than the total amount identified in the LARS Application. This situation will likely occur when the LARS Associated Load is being phased in over time. These provisions will allow the Generating Facility to begin providing service to the load but subject to the Annual ERIS Evaluation Study and Quarterly Operating Limits processes as described in Section 6.6 of the Generator Interconnection Business Practices Manual. The provisions also explain that the Generating Facility's output may be limited to the current Demand of the LARS Associated Load until such time as the LARS Associated Load has fully commenced service. These revisions are a just and reasonable approach to addressing timing mismatches that can occur in practice between when the Generating Facility and LARS Associated Load enter service, which may occur where the LARS Associated Load is delayed or comes online in phases.

6. Revisions to Appendices

MISO proposes several revisions to Appendix A in order to implement the LARS process.

First, MISO proposes to include a new Section 2 that includes a description of the LARS Associated Load, identifying the MW, Point(s) of Withdrawal and need by date of the ZG Associated Load. This section requires a single line diagram illustrating the connections between the Generating Facility, ZG Associated Load, and the Transmission System and the identification of the equipment and configurations that prevent injections outside of the Transient Tolerance Window.

This section reflects the technical requirements applicable to a LARS Associated Load participating in LARS and makes the studied equipment and configuration a part of the LLGIA that can be enforced. This requirement works with MISO's material modification rules in the same way that section 1 operates to ensure that changes to the configuration of the AG Associated Load that could affect the impacts of the ZG Interconnection Service as studied are subject to the same modification rules applicable to the Generating Facility under Section 1 of Appendix A. This is necessary and appropriate given the importance of these configuration details to the completion of the LARS process.

MISO also proposes revisions to Appendix B, the revisions are made to milestone 1f to include LARS in the agreement requirement for an Affected System study process pursuant to GIP Section 3.5.4.

E. <u>Attachment FF (Transmission Expansion Planning Protocol)</u>

MISO is proposing to add a new sub-section (ii) to Section I.D.1.b of Attachment FF to implement the requirements of the LARS process reflected in Attachment X but for the LARS Associated Transmission Customer. MISO included relevant explanations of the Interconnection Customer's responsibilities in this new proposed section to ensure alignment with new revisions to Attachment X to implement LARS.

The reasoning for the new provisions proposed in Section I.D.1.b.ii.(a) for the LARS Pre-Submission Coordination Process are the same as the previously described Sections 3.12.1 of Attachment X.

MISO added a new section to address the LARS Application Timing and Deposits for the load study. The proposed revisions are as follows:

> <u>The LARS Associated Transmission Customer is responsible for submitting the LARS Application. Both the Transmission Owner supporting the LARS Application and requesting to join LARS shall submit the required Large Load information to the MTEP Portal and an Interconnection Customer supporting the LARS Application and requesting to join LARS shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission</u>

> Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public website and as described in Section 3.12 of Attachment X. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.
>
> A LARS Application shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer. Additional LARS Study Deposits such as D2 as described in Section 3.3.1 of Attachment X apply to the LARS Application and shall be submitted by the Interconnection Customer. All applicable deposits, milestone payments and data required to enter the Large Load Addition Resource Study must be received at the time the LARS Application is submitted.

The purpose of this section is to align the timing of the LARS generation study with the load study. The second paragraph also identifies which parties are responsible to pay which deposits.

Section I.D.1.b.ii.(c) includes the proposed LARS Application requirements for the load study and identifies what information must be provided to MISO. This section closely aligns with the existing information requirements of the EPR process. Otherwise, the remaining proposed requirements match those included in Section 3.12.2 of Attachment X and were previously explained in the Attachment X section.

The new provisions of Sections I.D.1.b.ii.(d) describe and implement the same evaluation process for LARS Applicants as those previously described in Sections 3.12.3 of Attachment X.

The new provisions of Sections I.D.1.b.ii.(e) describe and implement the LARS cure and deficiency periods as described in Section 3.3.3 of Attachment X. The proposed revisions to Attachment FF are as follows:

> A LARS Application will not be considered valid until all items in Section 3.12 of Attachment X and Section I.D.1.b.ii of Attachment FF, have been received by Transmission Provider. If the LARS Application fails to meet the requirements, Transmission Provider shall notify the Transmission Customer within fifteen (15) Business Days of receipt of the LARS Application either that the Transmission Provider has accepted the Application as valid or has determined that the Application is not valid due to one or more deficiencies. In the event Transmission Provider determines that the Application does not meet all the requirements and thus is not valid, Transmission Provider shall also provide an explanation of the reasons for such determination. The Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Application as deficient to provide the additional requested information needed to constitute a valid request. The requirements of Section 3.3.3 of Attachment X apply to LARS Applications. The Transmission Provider will have one period of review

> to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

This section was necessary to add to Attachment FF because the LARS Application must contain the information required by Section I.D.1.b.ii.(c). MISO clarified in both Attachment X and in Attachment FF that it will have one single review period to identify any deficiencies in the LARS Application and the applicants will have one single cure period to address those deficiencies. That is necessary to ensure that LARS process only lasts approximately 120 days. MISO cannot be delayed by numerous deficiency and cure periods.

The new provisions of Sections I.D.1.b.ii.(f) describe and implement the refund process for the LARS study. Any difference between the study deposit and the actual cost of the study will be paid by or refunded to the Interconnection Customer.

The new provisions of Sections I.D.1.b.ii.(g)-(i) first describe and implement the responsibilities of the Interconnection Customer or the LARS Associated Transmission Customer depending on whether the load or the generation withdraws from LARS after the LLGIA is executed. The section states that the parties will remain responsible for the costs identified in the LLGIA if the project is withdrawn depending on which party caused the withdrawal. The new provisions in sub-section (h) clearly state that no modifications of the LARS Application are permitted following its submission. This is to ensure that MISO may complete the necessary studies in order to provide MTEP approval and a LLGIA on the approximate 120-day timeline required by LARS. Finally, the new provisions in sub-section (i) assign the costs of any necessary mitigations developed to address violations observed in the following instances: 1) violations observed only in the transmission studies to study the impact of the load; 2) violations observed in both the load and generation studies; and 3) violations observed in only the generation study. Mitigation costs are then assigned to either the Interconnection Customer or the LARS Associated Transmission Customer depending on which instance applies.

The new provisions of Section I.D.1.b.ii.(j) addresses consideration of including generating facilities in the LARS study process. The proposed revisions are as follows:

> In accordance with the LARS definitions, Section 3.3.1, and Section 3.12 of Attachment X, and notwithstanding the requirements of Section I.D.1.b.ii, a generating solution that does not yet have generator interconnection agreement filed with the Commission pursuant to Attachment X of this Tariff may be considered as an alternative transmission solution if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i) with a minimum term of at least five years to align with MISO's transmission planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the

> agreements terminate. The study will be performed for each LARS Associated Load, including the Interconnection Request, capturing the cumulative impact based on their submission date per LARS Study Period. The outcome of the LARS Associated Load study is MTEP approval of the load and associated optimized network upgrades.
>
> In the event that the Load In-Service Date is prior to the date on which the proposed LARS Resource achieves Commercial Operations, the Transmission Provider may either; (1) require the applicable Load Serving Entity to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) Commercial Operation in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that the Transmission Provider determines are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.
>
> There will be no restudies if a load withdraws from the LARS process.

These provisions describe situations where a generating solution does not yet have a GIA on file with the Commission and indicates that it may be considered as an alternative transmission solution in the LARS load study if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i). The provisions also explain that if the LARS Associated Load's in-service date is prior to the COD of the Generating Facility, then MISO can: 1) require the LSE to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) COD in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that MISO deems are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.

Finally, the new provisions added in Section I.D.1.b.ii.(j) state that MISO will not complete any restudies if a LARS Associated Load withdraws from the LARS process. This is to ensure that the integrity and swiftness of the LARS process is maintained.

V. THE LARS STAKEHOLDER PROCESS

MISO developed LARS through an iterative stakeholder process focused on the relationship between significant new load, associated generation, and the need to maintain system reliability. The LLWG itself is charged with addressing large-load issues across markets, reliable operations, planning, and resource adequacy.[100] Stakeholders first raised the need to coordinate large load and generator interconnection studies through MISO's issue process.[101] In early January 2026, MISO convened a Large Load Additions Workshop where it presented its forecast of large load additions, which showed large load additions escalating sharply over the next several years, driven primarily by data centers, and noted that federal policy supporting artificial intelligence was accelerating near-term growth.[102]

Large loads continued to be a significant topic of conversation in all of MISO's stakeholder meetings. To provide a dedicated forum for large load matters, MISO's Steering Committee approved a charter for the Large Load Working Group.[103] The LLWG reports to MISO's Advisory Committee and is chartered to provide input and policy guidance to MISO Management and the Advisory Committee on market, reliability, planning, and resource adequacy matters related to the integration of large loads within the MISO footprint. The LLWG held its first meeting on April 20, 2026.[104] In its first several meetings, the LLWG took up the large load interconnection reliability requirements (LLWG-2026 3), reserve product enhancements for large load (LLWG-2026-2), Firm Service Step Up for large load interconnections (LLWG-2026-1), and the ZGIA (PAC-2024-4B), each of which forms part of the broader large load framework within which LARS was developed.[105]

On June 18, 2026, the Commission issued an order directing MISO to show cause why its Tariff remains just and reasonable without provisions tailored to large loads, or to propose Tariff

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[100] MISO, LLWG Charter at 1, *supra* note 20.

[101] On January 29, 2025, Clean Grid Alliance ("CGA") presented Issue PAC-2024-7, Sharing and Coordinating MTEP and DPP to Accommodate Large Load, to the PSC. Coordinating Large Load and Generator Interconnection (PAC-2024-7), PLANNING SUBCOMMITTEE (Jan. 29, 2025), available at: https://cdn.misoenergy.org/20250129%20PSC%20Item%2007%20Sharing%20and%20Coordinating%20MTEP%20and%20DPP%20to%20Accomodate%20Large%20Load%20(PAC-2024-7)674624.pdf.

[102] Large Load Additions Workshop, MIDCONTINENT INDEP. SYS. OPERATOR (Jan. 30, 2026), available at: https://cdn.misoenergy.org/20260130%20Large%20Load%20Workshop%20Presentation 738349.pdf.

[103] *See* LLWG Charter, *supra* note 20.

[104] *See* MISO, LLWG (Apr. 20, 2026available at: https://www.misoenergy.org/events/2026/large-load-working group-llwg---april-20-2026/; Large Load Working Group (LLWG), MIDCONTINENT INDEP. SYS. OPERATOR, available at: https://www.misoenergy.org/engage/committees/large-load-working-group/.

[105] Minutes, LARGE LOAD WORKING GROUP (June 10, 2026), available at: https://cdn.misoenergy.org/20260629%20LLWG%20Item%2001c%20Minutes%202026 0610764681.pdf ("LLWG June 10 Minutes"); see also Liaison Report, LARGE LOAD WORKING GROUP at 3-10 (Sept. 9,

revisions.[106] MISO held a special Steering Committee meeting on July 7, 2026, where it determined that the LLWG would be the forum for continued discussion of the large load issues that had been proceeding at the PAC, including the ZGIA and the Large Load Definition.[107] In its liaison report at the July 16, 2026 LLWG meeting, MISO described the three core objectives of its large load framework: to "[c]onnect within 120 days with all studies completed and GIAs signed," to "[t]ransition and scale with flexible options consistent with timing of network upgrade buildouts," and to "[s]ustain reliable operations with ability to withdraw or inject energy based on conditions and signals."[108]

At the July 16, 2026, LLWG meeting, MISO first introduced the LARS proposal as a new issue and titled it the Generation and Large Load Alignment proposal. MISO sought stakeholder input concerning the eligibility and design of a process for studying new large loads and their associated generation.[109] MISO specifically asked stakeholders whether a minimum threshold of 250 MW appropriately captured high-impact loads and, if not, what alternative threshold would better capture those loads without diluting the purpose of the process.[110] MISO asked for written feedback by July 30, 2026, asking stakeholders in particular whether 250 MW was the right threshold, what readiness and securitization rules should apply to prevent speculative requests, and what other improvements were needed, and outlined its next steps as review of draft Tariff language at the August 27, 2026 LLWG meeting and a Tariff filing in September 2026.[111]

MISO continued to refine the proposal following that feedback. At the August 27, 2026 LLWG meeting, MISO formally presented LARS as a process for concurrently studying Large Loads and associated generation and circulated draft Tariff language for stakeholder review.[112] MISO summarized the outcomes of the process as an allocation of Interconnection Service to the generator, transmission service for reliable withdrawal by the load, and optimized Network

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2026), available at: https://cdn.misoenergy.org/20260909%20LLWG%20Item%2003%20Liaison%20Report 779834.pdf.

[106] Show Cause Order at P 122 (directing MISO to submit, within 30 days, an informational report on proposals under consideration in its stakeholder process to address resource adequacy for new large loads, with a schedule of key milestones and anticipated filing dates).

[107] Liaison Report, LARGE LOAD WORKING GROUP at 8 (July 16, 2026), available at: https://cdn.misoenergy.org/20260716%20LLWG%20Item%2004%20Liaison%20Report 768708.pdf ("LLWG July 2026 Liaison Report"); Minutes, LARGE LOAD WORKING GROUP at 4 (July 16, 2026), available at: https://cdn.misoenergy.org/20260812%20LLWG%20Item%2001c%20Minutes%202026 0716771087.pdf.

[108] LLWG July 2026 Liaison Report at 4.

[109] MISO, LLWG, *Generation and Large Load Alignment*, LLWG-2026-6 (July 16, 2026).

[110] MISO, LLWG, *Generation and Large Load Alignment*, LLWG-2026-6, Stakeholder Feedback (July 30–31, 2026) (requesting feedback on whether "≥250 MW" was the appropriate minimum and what alternative threshold would capture high-impact loads without diluting the proposal's intent).

[111] Generation and Large Load Alignment (LLWG-2026-6), LARGE LOAD WORKING GROUP (July 16, 2026), available at: https://cdn.misoenergy.org/20260716%20LLWG%20Item%2006b%20Generation%20and%20Load%20Alignment%20Presentation768740.pdf ("LLWG July 2026 Presentation").

[112] MISO, LLWG, *Large Load Addition Resource Study*, LLWG-2026-6 (Aug. 27, 2026).

Upgrades, and stated that the study process and GIA would together be completed in 120 calendar days.[113] MISO also posted draft Tariff language implementing LARS and requested that stakeholders provide feedback on the proposed Tariff redlines and identify any additional process clarifications needed through the Stakeholder Feedback Tool by September 10, 2026.[114]

As a result of stakeholder feedback, MISO changed the LARS process minimum Large Load value to be 200 MW instead of 250 MW. Stakeholders proposed a range of approaches to the threshold. The July LLWG stakeholder record includes a recommendation to reduce the minimum threshold from 250 MW to 200 MW to capture projects sufficiently large to warrant coordinated load-generation evaluation while maintaining the proposal's focus on projects with significant system impacts.[115] Other stakeholders supported retaining a minimum-MW mechanism to limit the process to high-impact large loads.[116] MISO made this change based on significant stakeholder feedback that many emerging data center and large industrial projects in the 200-250 MW range can have significant system impacts and would benefit from the coordinated study process. Lowering the threshold also allows access to the LARS framework while maintaining its focus on large, impactful load additions. The 200 MW minimum threshold strikes the right balance between different kinds of large load and hyperscalers.

At the September 23, 2026, LLWG meeting, MISO presented the final proposed LARS process and updated tariff language for Attachement FF, Attachment X and associated Appendices in response to the September 10th feedback. MISO explained that it had changed the minimum threshold LARS Associated Load size to 200 MW (from the proposed 250 MW), allowed multiple Generating Facilities to group at different POIs for one LARS Associated Load, and added a new contract agreement option for LSEs. MISO also clarified several of the requirements of the LARS process including addressing the concerns on representation of the LARS generator/load pair within the parallel study processes.[117]

The stakeholder process also addressed the relationship between the load and generation, project-readiness requirements, study assumptions, and the interaction between LARS and the existing Generator Interconnection Queue.[118] The resulting LARS proposal reflects MISO's effort

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[113] Large Load Addition Resource Study (LLWG-2026-6), LARGE LOAD WORKING GROUP at 7-10 (Aug. 27, 2026), available at: https://cdn.misoenergy.org/20260827%20LLWG%20Item%2007%20Load%20Addition%20Resource%20Study%20(LLWG-2026-6)777236.pdf ("LARS August 2026 Presentation").

[114] LARS August 2026 Presentation at 16.

[115] *Id.*

[116] *Id.* (including OMS Work Groups feedback supporting a minimum-MW mechanism that limits the proposal to high-impact large loads).

[117] *See* MISO, LLWG, Large Load Addition Resource Study (LLWG-2026-6), (Sep. 23, 2026), available at: https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20Large%20Load%20Addition%20Resource%20Study%20(LLWG-2026-6)782864.pdf.

[118] MISO, LLWG, *Large Load Addition Resource Study*, LLWG-2026-6, Stakeholder Feedback (Sept. 2026) (reflecting stakeholder comments concerning project readiness, the relationship between associated load and generation, study models, and the interaction between LARS and the existing Generator Interconnection Queue).

to establish a targeted process for significant new load additions while coordinating the study of associated generation. The 200 MW threshold maintains LARS's focus on substantial load additions while broadening eligibility beyond hyperscale projects exceeding 250 MW to include projects involving larger manufacturing and industrial processes. MISO worked closely with stakeholders to ensure that it considered and incorporated certain elements of feedback.

MISO submits that the Tariff revisions proposed in this filing establish a just, reasonable, and not unduly discriminatory mechanism for rapidly integrated large loads with paired generation. The Tariff revisions are limited in scope and in impact but offer significant benefits in terms of improving the coordination between load and generation studies to reflect the joint impact of both the generation and the load it will serve, and avoiding negative impacts to other MISO processes and the stakeholders who participate in them. As proposed, LARS is both a powerful tool for responding to urgent industry needs as well as a tailored solution with safeguards sufficient to guard against overuse of the process. The benefits of LARS are not free. Both the Interconnection Customer and LARS Associated Transmission Customer are required to undertake commitments that exceed those imposed on Interconnection Customers in the DPP. These additional commitments and risk are necessary to provide the certainty that allows LARS to move at an expedited pace without negative impacts to other processes. The LARS process is open to all Interconnection Customers that meet the Tariff's requirements and that are willing to accept the greater commitments and limitations imposed by LARS.

VI. DOCUMENTS SUBMITTED IN THIS FILING

In addition to this Transmittal Letter, this submission includes:

Tab A – Redline Tariff;[119]

Tab B – Clean Tariff; and

Tab C – Prepared Direct Testimony of Christina Drake.

[119] Language currently pending before the Commission in the following docket and is highlighted in yellow: ER24-2046-003, ER26-3552-000, ER26-3777-000 and ER26-3813-000. MISO requests that the Commission treat such highlighted language as subject to the outcome of this pending proceeding. MISO commits to file any revisions to this highlighted language as necessary to comply with any Commission orders in this proceeding. MISO has removed language that has a future effective date of 6/1/2029 and is pending in Docket No. ER22-1640-006. MISO has removed language that has a future effective date of 6/1/2028 and is pending in Docket No. ER26-2825-000. MISO has removed language from Attachment X, Appendix 6 – Generator Interconnection Agreement that has an effective date of 7/28/2025 and is pending in Docket No. ER24-2046-003. MISO commits to make a subsequent filing with the Commission to reflect the most up-to-date versions of the then-current Tariff provisions prior to the effective date of the language accepted in Docket Nos. ER26-2825-000, ER24-2046-003, ER22-1640-006.

VII. EFFECTIVE DATE

MISO requests an effective date of December 2, 2026 for the Tariff revisions submitted herein, which is not less than 60 days nor more than 120 days, after the filing date. MISO intends to open the first LARS Study Period in the first quarter of 2027. Acceptance of LARS by the requested effective date is necessary to allow LARS to begin on this timeframe because the proposed rules require pre-submission coordination and for MISO to develop software to support the LARS Application prior to opening the first LARS Study Period. This effective date will allow the revisions proposed herein to be effective in time for MISO and stakeholders to prepare for studies with certainty regarding the applicable rule set.

VIII. COMMUNICATIONS

MISO respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2026), to the extent necessary to permit the designation of more than two persons for service on behalf of MISO in this proceeding and requests all communications related to this filing be directed to:

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IX. NOTICE AND SERVICE

MISO has served a copy of this filing electronically upon all parties listed on the Commission's eService list, and upon all Tariff customers, MISO Members, Member representatives of Transmission Owners and non-Transmission Owners, as well as all state commissions within the MISO Region and the Organization of MISO States. The filing has been posted electronically on MISO's website at https://www.misoenergy.org/legal/ferc-filings/ for other interested parties in this matter.

X. CONCLUSION

For all of the foregoing reasons, MISO respectfully requests that the Commission accept this filing and grant waiver of any Commission regulations the Commission deems applicable, but not specifically addressed above in order for the Commission to accept it as proposed.

Respectfully submitted,

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Tab A – Redline Tariff Sheets

ATTACHMENT X

GENERATOR INTERCONNECTION PROCEDURES (GIP)

SECTION 1. DEFINITIONS.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System(s) shall mean an electric transmission system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Provider's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Interconnection Customer shall mean any entity that submits an **i**nterconnection request for a Generating Facility to a transmission system other than Transmission Provider's Transmission System that may cause the need for Affected System Network Upgrades on the Transmission Provider's Transmission System.

Affected System Network Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than Transmission Provider's Transmission System.

Affected System Operator shall mean the entity that operates an Affected System.

Affected System Queue Position shall mean the queue position of an Affected System Interconnection Customer in Transmission Provider's interconnection queue relative to Transmission Provider's Interconnection Customers' Queue Position.

Affected System Study shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system other than the Transmission Provider's Transmission System that have an impact on Transmission Provider's Transmission System, as described in Section 8 of this GIP.

Affected System Study Agreement shall mean the agreement contained in Appendix 16 to this GIP that is made between Transmission Provider and host transmission provider, in absence of JOA, JPA, or other agreement filed with the Commission, as noted in Section 8 of this GIP.

Affected System Study Report shall mean the report issued following completion of an Affected System Study.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or

judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Standards shall mean the requirements and guidelines of the Electric Reliability Organization and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

Automatic Withdrawal Penalty shall mean the penalty assessed by Transmission Provider to an Interconnection Customer that chooses to withdraw or is deemed to have withdrawn its Interconnection Request from Transmission Provider's interconnection queue in certain specified circumstances. The calculation of the Withdrawal Penalty is set forth in Section 7.6.2.1.1 of this GIP.

Balancing Authority shall mean an entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIP is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

Cluster shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Group Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the

Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22 of the GIA, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Customer Engagement Window shall mean the time period prior to the start of Definitive Planning Phase I set forth in Section 3.3.4 of this GIP.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Generator Interconnection Agreement.

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the

Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date of initial submission of the Interconnection Request provided that the Interconnection Request subsequently satisfies all of the requirements of GIP Section 7.2 of the Generator Interconnection Procedures to enter the Definitive Planning Phase and is accepted as valid by the Transmission Provider. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities

and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Electric Reliability Organization shall mean the North American Electric Reliability Corporation or its successor organization.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Resource Addition Study (ERAS) Quarterly Study Period shall mean the period of time in which ERAS Interconnection Requests are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer or an Affected System Interconnection Customer causes the need for the construction of Network Upgrades, Affected System Network Upgrades, or System Protection Facilities on the transmission system of the Transmission Provider.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq*.

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities and shall not include a SATOA as defined in Module A. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online

or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes more than one device for the production and/or storage for later injection of electricity.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth in Appendix 6 to these Generator Interconnection Procedures.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth herein.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the

facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Restudy shall mean a restudy of a Group Study conducted pursuant to Section 7.5 of this GIP.

Group Study(ies) shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this GIP. Group Studies are divided into phases as described in section 7.3 of this GIP.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

HVDC Facilities shall mean the high voltage direct current transmission facilities,

including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application.

Interconnection Customer Decision Point I shall mean the time period beginning when

the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer's Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of the Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Owner, or its agent, for Interconnection Customer(s) to determine a list of facilities (including Interconnection Customer's Interconnection Facilities or Affected System Interconnection Customer's interconnection facilities, Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and Affected System Network Upgrades, as identified in the Interconnection System Impact Study, Affected System

Study, or Affected System Operator's applicable study), the cost of those facilities, and the time required to interconnect with the Transmission System or the Affected System Operator's transmission system.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or a request for the Expedited Resource Addition Study for a new generation capacity, or a request for the processing of a proposed Generating Facility as part of a Large Load Addition Resource Study, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Generator Interconnection Agreement or Point of Delivery as set forth in Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Optional Interconnection Study, the Interconnection System Impact Study including evaluations for Surplus Interconnection Service, and the Interconnection Facilities Study, or the Restudy of any of the above, described in the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement ("JOA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of operations.

Joint Planning Agreement ("JPA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of planning.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April 30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date

that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS, or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Large Load Addition Resource Study (LARS) shall mean the procedure as set forth in Section 3.12 of this GIP for studying an Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load.

Large Load Addition Resource Study (LARS) Period shall mean the period of time in which Interconnection Requests for proposed Generating Facility are studied in parallel with the study of a LARS Associated Load Customer's proposed load. There are three LARS study periods in one year and each study period will run for approximately 120 days. All Interconnection Customers requesting to join the next Large Load Addition Resource Study (LARS) shall submit their Interconnection Request to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, which shall be at least twenty (20) Business Days prior to the scheduled kick-off of the LARS cycle published on the MISO public website.

Large Load Generator Interconnection Agreement (LLGIA) shall mean the form of interconnection agreement governing the terms and conditions of Large Load Interconnection Service, set forth in Appendix 6 to the GIP. This agreement shall follow the form of the

Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect the Large Load Addition Resource Study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the LLGIA. A LLGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses LLGIAs.

LARS Application shall be a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS Application shall be a form of Interconnection Request.

LARS Associated Load shall mean a source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load.

LARS Associated Transmission Customer shall mean the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of the Electric Reliability Organization Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission

Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with an equal or later queue priority date; or a Qualified Change.

Merchant HVDC Connection Customer (MHVDC Connection Customer) shall mean any entity that proposes to interconnect an MHVDC Transmission Line with the Transmission System, as set forth in the MHCP.

Merchant HVDC Connection Procedures (MHCP) shall mean the connection procedures set forth in Attachment GGG to the Tariff.

Merchant HVDC Transmission Connection Request (MHVDC Transmission Connection Request) shall mean an MHVDC Connection Customer's request, in the form of Appendix 1 to the MHCP to interconnect a new MHVDC Transmission Line, increase the capacity of an existing MHVDC Transmission Line, or make a substantial modification to the operating characteristics of an existing MHVDC Transmission Line.

Merchant HVDC Transmission Connection Agreement (Transmission Connection Agreement or TCA) shall mean the form of the transmission connection agreement for merchant HVDC transmission facilities set forth in Appendix 2 to the MHCP.

Merchant HVDC Transmission Line (MHVDC Transmission Line) shall mean the merchant high voltage direct current transmission line external to the Transmission System that is proposed for connection to the Transmission System, as defined in the MHCP.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility, Interconnection Customer's Interconnection Facilities, and/or Transmission Owner's Interconnection Facilities pursuant to the Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests or interconnection requests from Affected System Interconnection Customers cause the need for the construction of Common Use Upgrades on the Transmission System and share cost responsibility for such Common Use Upgrades.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. Network Resources do not include any

resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as

defined by the Electric Reliability Organization.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, LARS Associated Transmission Customer, or any combination of the above.

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of a draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Connection shall mean the point, as set forth in an MHVDC Transmission Connection Request, where the MHVDC Transmission Line connects to the Transmission System.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to

the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Power Transfer Distribution Factor (PTDF) Power Transfer Distribution Factor, as defined by the Electric Reliability Organization.

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Proportional Impact Method shall mean a technical analysis conducted by Transmission Provider to determine the degree to which each Generating Facility in the Group Study contributes to the need for a specific Network Upgrade.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

Provisional Interconnection Service shall mean Interconnection Service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling that

Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement and the Tariff.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of initial receipt of the Interconnection Request by Transmission Provider pursuant to section 4.1 of this GIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has

jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer or MHVDC Connection Customer, Transmission Owner, Affected System and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Group Study materials posted to OASIS pursuant to Section 3.4 of this GIP, and analyzing such information.

Shared Interconnection Request shall mean (1) multiple Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect

new Generating Facilities, or to increase the capacity of, or make a Material Modification to the operating characteristics of, Existing Generating Facilities that are interconnected with the Transmission System, or to interconnect Existing Generating Facilities that are external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for Existing Generating Facilities; or (2) multiple MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) or MHVDC Connection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site. Transmission Provider will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and Mvarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include: (a) underfrequency or undervoltage load shedding; (b) fault conditions that must be isolated; (c) out-of-step relaying not designed as an integral part of an SPS; or (d) Transmission Control Devices.

Stand-Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that Interconnection Customer or MHVDC Connection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement or Appendix B of the Transmission Connection Agreement. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

Substation Network Upgrades shall mean Network Upgrades that are required at or near the Point of Interconnection and are identified in the first portion of the Interconnection Facilities Study as described in GIP Section 7.3.2.5.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6

(MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Host Unit shall mean the Generating Facility from which Surplus Interconnection Service will be obtained.

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System or other delivery systems or other generating systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified

in Section 9.4 and related subsections of Rate Schedule 6.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transient Tolerance Window shall mean the period of time after a reduction or loss of load by the ZG Associated Load by the end of which window the Generating Facility with ZG Interconnection Service must have reduced its injections to an amount not greater than the Load of the ZG Associated Load. The Transient Tolerance Window shall be no greater than 20 seconds, and is further described by the Business Practices Manual for Large Load. The Transient Tolerance Window will be subject to Transmission Owner local planning criteria.

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include

any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide transmission service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

User-Defined Model shall mean any set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software-based and represent the entities' control strategy but does not necessarily correspond to any particular generic library model, as contained in Attachment A to Appendix 1 of the GIP.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

Zero Injection Generation (ZG) Associated Load shall mean a source of electrical load that has a Point of Withdrawal that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

Zero Injection Generation (ZG) Interconnection Service shall mean a limited form of Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to ZG Associated Load. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System except as may be authorized by Section 3.11 of the Generator Interconnection Procedures. ZG Interconnection Service does not convey Transmission Service. ZG Interconnection Service also does not provide a right to serve, or a right to Transmission Service to serve, a ZG Associated Load or retail customer except as allowed by applicable state law.

Zero Injection Generation (ZG) Resource shall mean a generating resource with an

Attachment X defined ZG Interconnection Agreement. A ZG Resource may participate as a Generation Resource, Dispatchable Intermittent Resource, Electric Storage Resource, or Behind the Meter Generation resource.

ZG Facilities Study shall mean the study described in Section 3.2.5.2.2 of these GIP that is used to identify any Network Upgrades or Interconnection Facilities that may be needed to for an Interconnection Request seeking ZG Interconnection Service.

ZG Impact Assessment shall mean the study described in Section 3.2.5.2.1 of these GIP that is used to evaluate the impact of an Interconnection Request seeking ZG Interconnection Services.

ZG Interconnection Agreement (ZGIA) shall mean the form of interconnection agreement governing the terms and conditions of ZG Interconnection Service, set forth in Appendix 19 to the GIP. This agreement shall follow the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect ZG Interconnection Service and the ZG Interconnection Service study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the ZGIA. A ZGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses ZGIAs.

ZG Interconnection Process Quarterly Study Period shall mean the period of time in which Interconnection Requests seeking ZG Interconnection Service are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of

February.

SECTION 2. SCOPE AND APPLICATION.

2.1 Application of Generator Interconnection Procedures.

a. Sections 2 through 13 of the GIP apply to processing an Interconnection Request pertaining to a Generating Facility. The GIP specifically applies when one of the following is proposed by an Interconnection Customer: (i) a new Generating Facility at a new Point of Interconnection that does not meet the criteria set forth in Sections 2.1 (b) or (c), (ii) additional generation at an existing Point of Interconnection, (iii) an increase in the capacity of an Existing Generating Facility, (iv) a Generating Facility Modification that may constitute a Material Modification to the operating characteristics of an Existing Generating Facility, or (v) a Replacement Generating Facility. The evaluation in subpart (iv) will be performed expeditiously depending on the specific information regarding any proposed Generating Facility Modification and the existence of an Emergency Condition.

b. Section 14 of the GIP applies to a request to interconnect a certified Small Generating Facility meeting the certification criteria set forth in Appendix 3.

c. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Appendix 4 – 10 kW Inverter Process.

d. A request to interconnect to HVDC Facilities subject to Section 27A of the Tariff will be incorporated into the queue as described in Sections 2 through 13 of the GIP. Modifications to the process necessitated by the physics of a connection to HVDC Facilities are found in Section 15 of the GIP, and will apply to those requests to interconnect to HVDC Facilities.

e. Network Resource Interconnection Service is available to Existing Generating

Facilities connected to facilities external to the Transmission System, including any Existing Generating Facilities connected to any MHVDC Transmission Line. Such a request for Network Resource Interconnection Service shall be memorialized with a Service Agreement as found in Appendix 13 of the GIP.

f. Sections 1 through 7, Section 10, Section 13 and Section 16 of the GIP apply to processing an Interconnection Request pertaining to Injection Rights for an MHVDC Transmission Line. Any such request for Injection Rights will be incorporated into the queue as described in Sections 2 through 7 of the GIP. Procedures for obtaining Injection Rights and the conversion of those rights to external Network Resource Interconnection Service are set forth in Section 16 of the GIP. All references to MHVDC Connection Customer(s) in these GIP shall be understood to refer to MHVDC Connection Customer(s) seeking Injection Rights.

g. A request for Replacement Generating Facility shall be evaluated pursuant to Section 3.7 of the GIP.

h. A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with the Transmission Provider pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual to allow the Transmission Provider to determine whether the proposed modification would result in a substantive modification to the operating characteristics of such Existing Generating Facility.

i. An Interconnection Request for a new Generating Facility to be studied through the Expedited Resource Addition Study process shall be evaluated pursuant to Section 3.9.2.

j. A request for ZG Interconnection Service shall be evaluated pursuant to Section 3.11 of the GIP.

k. A request seeking processing through the Large Load Addition Resource Study process shall be evaluated pursuant to Section 3.12 of the GIP.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in the GIP. Transmission Provider shall process and analyze Interconnection Requests from all Interconnection Customers comparably, regardless of Generating Facility ownership, and from all MHVDC Connection Customers comparably, regardless of MHVDC Transmission Line ownership.

2.3 Base Case Data.

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on a password-protected website, subject to confidentiality provisions in GIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on such password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions. A link to the information is provided on Transmission Provider's OASIS site. Interconnection Customers and password-protected website users must sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

2.4 No Applicability to Transmission Service.

Nothing in the GIP shall constitute a request for transmission service or confer upon an Interconnection Customer or MHVDC Connection Customer any right to receive

transmission service or Wholesale Distribution Service under the Tariff.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

An Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to the GIP and the deposit along with the other items listed in Section 3.3.1 of these GIP in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Transmission Provider shall apply the deposit towards the cost of any Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request in accordance with Section 3.3.1 of these GIP. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Points of Interconnection; provided, however, that an Interconnection Request for Injection Rights shall only evaluate one voltage level at each Point of Connection.

Transmission Provider shall have a process in place to consider requests for Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by the Interconnection Customer. If after the additional studies are complete, Transmission Provider determines that additional Network Upgrades are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and

reliability also will be borne by the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed, or requested to be filed unexecuted, GIA.

Interconnection Requests that include at least one electric storage resource shall document their operating assumptions (i.e., whether the interconnecting Generating Facility will or will not charge from the Transmission System and at what level) pursuant to Attachment X, Appendix 1. Notwithstanding the foregoing, Transmission Provider shall apply the charging operating assumptions contained in the fuel dispatch methodology as specified by the Generator Interconnection Business Practices Manual (BPM-015). The operating assumptions for charging as modified by the fuel dispatch methodology cannot be higher than those documented in the Interconnection Request.

Transmission Provider may determine that Good Utility Practice, including Applicable Reliability Standards, otherwise requires the use of different operating assumptions. If Transmission Provider finds Interconnection Customer's requested operating assumptions conflict with Good Utility Practice, Transmission Provider must provide Interconnection Customer an explanation in writing of why the submitted operating assumptions are insufficient or inappropriate by no later than thirty (30) Calendar Days before the end of the Customer Engagement Window and allow Interconnection Customer to revise and resubmit requested operating assumptions one time at least ten (10) Calendar Days prior to the end of the Customer Engagement Window.

Transmission Provider shall study these requests for Interconnection Service, with the study costs borne by Interconnection Customer, using the submitted operating assumptions for purposes of Interconnection Facilities, Network Upgrades, and associated costs. These requests for Interconnection Service also may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the

system, with the study costs borne by Interconnection Customer. Interconnection Customer's Generating Facility may be subject to additional control technologies as well as testing and validation of such additional control technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be set forth in Appendix C of the executed, or requested to be filed unexecuted, GIA.

3.2 Identification of Types of Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request NR Interconnection Service, ER Interconnection Service, ZG Interconnection Service, or Surplus Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the expiration of Interconnection Customer Decision Point II. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of NR Interconnection Service to the extent that only certain upgrades will be completed. A description of the modeling details used when studying a project as ER Interconnection Service or NR Interconnection Service can be found in Section 6 of the Generator Interconnection Business Practices Manual (BPM-015). MHVDC Connection Customer may only request Injection Rights pursuant to Section 16 of the GIP and shall not be eligible to receive any Interconnection Services specified in the GIP.

3.2.1 Energy Resource Interconnection Service (ER Interconnection Service).

3.2.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis and may be granted on a conditional basis. ER Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or

Point of Delivery.

3.2.1.2 The Study. The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify the Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades. Notwithstanding the foregoing, the output of the Generating Facility and the charging of electric storage resources will be modified by Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.2 Network Resource Interconnection Service (NR Interconnection Service).

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall cause the construction of the Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. NR Interconnection Service allows the Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. NR Interconnection Service may be granted on a conditional basis

pursuant to the terms of Article 4.1.2.3 of the GIA. A Generating Facility requesting NR Interconnection Service shall be deemed to request ER Interconnection Service of an equivalent amount to the extent that the Generating Facility does not already have ER Interconnection Service in order to allow Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output. The total NR Interconnection Service shall not exceed the total ER Interconnection for a Generating Facility. Interconnection Customer with an in-service Generating Facility or with an executed GIA, having ER Interconnection Service or equivalent interconnection service can request NR Interconnection Service by making an Interconnection Request for obtaining only NR Interconnection Service.

3.2.2.2 The Study. The Interconnection Study for NR Interconnection Service shall assure that the Generating Facility meets the requirements for NR Interconnection Service and will qualify the Generating Facility as a Network Resource under Module B and the RAR of the Transmission Provider's Tariff. As a general matter, the Generating Facility's interconnection is studied with the Transmission System at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of existing Network Resources is displaced by the output of the Generating Facility. NR Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.3 Surplus Interconnection Service.

3.2.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection. The total combined generating output at the Point of Interconnection for Both the original and surplus Interconnection Customer is limited to and shall not exceed the total amount of Interconnection Service of an Existing Generating Facility. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery. If the Existing Generating Facility has only ERIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection shall be ERIS. If the Existing Generating Facility has NRIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection could be either ERIS or NRIS.

3.2.3.2 The Study. The Interconnection Study for Surplus Interconnection Service consists of reactive power, short circuit/fault duty, stability analyses, and steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Existing Generating Facility's Interconnection Service was not studied under off-peak conditions, and if warranted, in the Transmission Provider's sole discretion, by the fuel-based dispatch assumptions specified in the Generator Interconnection Business Practices Manual, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the Transmission Provider is unable to verify that the Existing

Generating Facility was previously studied for the granted level of Interconnection Service as provided in Section 3.3.1.1(3) of this GIP, the Transmission Provider may perform steady state analyses to demonstrate reliable operation of the Surplus Interconnection Service in accordance with the GIP and Generator Interconnection Business Practice Manual. The Transmission Provider will perform the applicable studies for the surplus Interconnection Request, pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual, to determine whether the Surplus Interconnection Service proposed in the surplus Interconnection Request would result in material adverse impact on the Transmission System and/or Affected Systems, as compared to the impacts that are created by the Existing Generating Facility, respecting its dispatch levels from the original steady state interconnection study, without the inclusion of the proposed Surplus Interconnection Service. If no original study is available, the Transmission Provider shall apply the current fuel dispatch assumptions used for new Generating Facilities to the Existing Generating Facility in the steady state study. If Transmission Provider determines that the proposed Surplus Interconnection Service would result in a material adverse impact on the Transmission System and/or Affected Systems, then the proposed surplus Interconnection Request is deemed to be a Qualified Change and the Interconnection Customer shall proceed through Definitive Planning Phase cycle similar to a request for interconnection of a new Generating Facility or withdraw the surplus Interconnection Request. The Interconnection Study for the surplus Interconnection Request will identify the Interconnection Facilities required and the Network Upgrades necessary to address reliability issues associated with the Interconnection Facilities.

Transmission Provider shall study Surplus Interconnection Service requests for a Generating Facility that includes at least one electric storage

resource and for which Transmission Provider approves operating assumptions pursuant to Section 3.1 according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.4 Injection Rights

3.2.4.1 The Product. Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not grant Interconnection Service or Transmission Service to the MHVDC Connection Customer. Injection Rights must be converted to external Network Resource Interconnection Service as set forth in Section 16.2 of the GIP before those rights may be used to offer energy or capacity into the MISO markets.

3.2.4.2 The Study. Requests for Injection Rights shall include both ERIS-level and NRIS-level evaluations. For ERIS-level evaluation, the study will include short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed MHVDC Transmission Line and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting MHVDC Transmission Line without requiring any additional upgrades.

For NRIS-level evaluation, the study will assure that the output of the MHVDC Transmission Line meets the requirements for NR Interconnection Service and will qualify any Existing Generating Facility connected to the MHVDC Transmission Line as a Network Resource under Module B and the RAR of the

Transmission Provider Tariff. As a general matter, such Generating Facility's interconnection with the Transmission System is studied at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with such Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of an existing Network Resource is displaced by the output of such Generating Facility.

3.2.5 ZG Interconnection Service

3.2.5.1 The Product. ZG Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to a source of electrical load that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

This service is available only if the study required by Section 3.2.3.2 of these GIP determines that the proposed interconnection:

(1) will not result in any injections of Energy onto the Transmission System beyond the substation identified in the Interconnection Request as the Point of Interconnection. The restriction on Energy injection in this paragraph shall not apply to transient, limited injections associated with a reduction or loss of Load by the ZG Associated Load provided these remain within any Transient Tolerance Window established in the Business Practices Manual for Large Load.

(2) Will not require the construction or modification of any Network Upgrades to address impacts to the Transmission System with the

exception of Network Upgrades located at the same substation as the POI, except for System Protection Facilities at adjacent substations.

ZG Interconnection Service is specific to the ZG Associated Load(s) that the Generating Facility identifies in its Interconnection Request, and which shall be memorialized in the ZGIA. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System beyond the Point of Interconnection except as may be authorized by Section 3.11 of these Generator Interconnection Procedures. ZG Interconnection Service does not provide interconnection service for the purpose of serving Load other than the ZG Associated Load(s) identified in the Interconnection Request and memorialized in the ZGIA. ZG Interconnection Service does not convey transmission service, which is obtained through a separate process, and does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically allowed by state laws and regulations.

The ZG Interconnection Service product does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. Interconnection Customers are separately responsible for adhering to all Applicable Laws and Regulations.

3.2.5.2 The Study. The Study shall include a ZG System Impact Assessment and, if needed, a ZG Facilities Study as described below.

The Generating Facility's requesting ZG Interconnection Service will be studied at a level not to exceed the Demand of the ZG Associated Load other than as necessary to study outages of the ZG Associated Load. The Generating Facility's requesting ZG Interconnection Service will be dispatched, and granted service at a level not to exceed the total Demand

of the ZG Associated Load.

3.2.5.2.1 ZG Impact Assessment. The ZG Impact Assessment shall consist of a review of the proposed configuration of the Generating Facility, its electrical connection both to the designated ZG Associated Load(s) and to the Transmission System, and the proposed control equipment and/or operating procedures to determine whether these are sufficient to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. The Transmission Provider shall perform short circuit/fault duty, stability analyses, and steady state (thermal and voltage) if necessary based on the proposed configuration. The stability and steady state studies shall study the ability of the Generating Facility to interconnect to the Transmission System without requiring additional Network Upgrades to maintain reliability, including analysis for the ZG Associated Load tripping offline consistent with the Transient Tolerance Window established in the Business Practices Manual for Large Load. For ZG Interconnection Service to be granted, these analyses must determine that no Network Upgrades are needed to maintain system reliability other than Network Upgrades at the same substation as the Point of Interconnection or System Protection Facilities.

3.2.5.2.2 ZG Facilities Study. The ZG Facilities Study shall identify any Network Upgrades at the same substation as the POI, and/or operating procedures that are required to prevent injections of Energy, other than transient injections during Load reduction or loss events, and to maintain reliability during

these permitted transient injections. The ZG Facilities Study shall identify any required system protection facilities and equipment. Further, the study shall identify any Interconnection Facilities required to interconnect the proposed Generating Facility to the Transmission System.

The portion of the ZG Facilities Study for Interconnection Facilities will start at the same time as the ZG Impact Assessment. The ZG Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. The portion of the ZG Facilities Study for Network Upgrades shall begin upon the identification of a need for such Network Upgrades in the ZG Impact Assessment but not later than one Business Day after the ZG Impact Study results are provided to the Interconnection Customer.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

The Transmission Provider shall post on the MISO public website a notice of an application deadline for a cluster entering DPP studies at least 45 calendar days prior to the application deadline. An Interconnection Customer or an MHVDC Connection Customer wishing to join the next Definitive Planning Phase shall submit their Interconnection Request to the Transmission Provider in the manner required by the Generator Interconnection Business Practices Manual (BPM-015) no later than the application deadline, which will be at least ninety (90) Calendar Days prior to the scheduled kick-off of the Definitive Planning Phase I of that cycle, published on the MISO public website. Beginning with the third Group Study after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000, the Transmission Provider shall set an

application deadline for the next Definitive Planning Phase Group Study, which deadline shall be 45 Calendar Days (or next Business Day if the 45th Calendar Day falls on a weekend or holiday) after the close of Decision Point 2 of the previous Definitive Planning Phase Group Study. Any Interconnection Request received after the application deadline published on the MISO public website shall, subject to section 4.1.1, be applied towards a subsequent Definitive Planning Phase cycle. A Provisional Generator Interconnection Agreement may be requested as set forth in Section 7.9 of the GIP. The Generating Facility described in a valid Interconnection Request may not connect to, or propose to connect to, the transmission facilities of any transmission provider other than the Transmission Provider except that: 1) an Interconnection Customer may propose to include a Generating Facility already connected to a different transmission system in an Interconnection Request to the Transmission Provider if the Interconnection Request contains a commitment by the Interconnection Customer to disconnect the Generating Facility from such other transmission system prior to achieving Commercial Operation under a Generator Interconnection Agreement with the Transmission Provider and, 2) an Interconnection Customer may proposed to connect an Existing Generating Facility to the transmission facilities of another transmission provider provided such Interconnection Customer retires the Existing Generating Facility in accordance with Attachment Y to the Tariff prior to the date such generating facilities achieve commercial operation with such other transmission provider. Submission of Generating Facilities included in an Interconnection Request to another transmission provider for connection to their systems shall result in such Interconnection Request being deemed withdrawn pursuant to Section 3.6 of these Generator Interconnection Procedures.

An Interconnection Customer requesting to join the next Expedited Resource Addition Study (ERAS) shall submit their Interconnection Request to the Transmission Provider no later than the ERAS application deadline as published on the MISO public website, at least fifteen (15) Business Days prior to the scheduled kick-off of the ERAS cycle published on the MISO public website. The valid ERAS request shall be included in an ERAS Quarterly Study Period that commences after it was submitted.

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. An Interconnection Customer supporting the LARS Application and requesting to join the Large Load Addition Resource Study (LARS) shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public website. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

Study deposits for the Definitive Planning Phase (DPP), the Large Load Addition Resource Study (LARS) and the Expedited Resource Addition Study are required based on the Megawatt amount of the new Interconnection Service requested per the following schedule:

Amount of new Interconnection Service and/or Injection Rights requested (MW)	**Non-Refundable Deposit 1 (D1)**	**DPP, ERAS Study Deposit 2 (D2)**	**LARS Study Deposit 2 (D2)**
< 6 MW	Calculated according to the procedure in 3.3.1 and posted by Transmission Provider prior to the application deadline.	$50,000	$60,000
20 ≥ MW ≥ 6		$120,000	$140,000
50 ≥ MW > 20		$180,000	$210,000
100 ≥ MW > 50		$270,000	$310,000
200 ≥ MW > 100		$320,000	$370,000
500 ≥ MW > 200		$420,000	$490,000
1000 > MW > 500		$530,000	$610,000
MW ≥ 1000		$640,000	$740,000

The D2 study deposits for LARS shall be submitted by the Interconnection Customer

identified in the LARS Application.

The Transmission Provider shall calculate the amount of the Non-Refundable Deposit 1 (D1) by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from the effective date of the original D1 amount of $5,000, August 2008, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100 and posted on the Transmission Provider's website. The Transmission Provider shall post a Non-Refundable Deposit 1 (D1) once every three years. The Non-Refundable Deposit 1 (D1) amount calculated pursuant to this paragraph shall be applicable to all study groups with an application deadline that is sixty (60) or more Calendar Days after the date that the Transmission Provider posts such amount and to all Interconnection Requests seeking ZG Interconnection Service that are received by the Transmission Provider after the date of such posting. The posting will remain effective until Transmission Provider posts a revised calculation pursuant to this paragraph.

An Interconnection Request for the Expedited Resource Addition Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $100,000.

A LARS Application for the Large Load Addition Resource Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer.

An Interconnection Request for a Replacement Generating Facility and/or an Interconnection Request seeking ZG Interconnection Service or Surplus Interconnection Service shall be accompanied by a Non-Refundable Deposit 1 (D1) and a study deposit in the amount of $150,000.

Thirty (30) Calendar Days after the execution of a non-Provisional Generator

Interconnection Agreement or a Transmission Connection Agreement in which the Injection Rights option has been selected, Interconnection Customer or MHVDC Connection Customer may replace any non-encumbered balance of the study deposits with an irrevocable letter of credit or surety reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

Interconnection Customer or MHVDC Connection Customer shall be required to provide to Transmission Provider the following data as further described in the Generator Interconnection Business Practices Manual (BPM-015) along with its Interconnection Request:

(i) a detailed stability model for the proposed Generating Facility or MHVDC Transmission Line;
(ii) a detailed power flow model for the proposed Generating Facility or MHVDC Transmission Line;
(iii) Technical data as outlined in Attachment A of Appendix 1 of this GIP;
(iv) an Interconnection Study Agreement executed by Interconnection Customer or MHVDC Connection Customer in the form of Appendix 1, Attachment B;
(v) a definitive Point of Interconnection or Point of Connection;
(vi) for Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another pending Interconnection Request or existing project, a consent agreement in accordance with Section 3.3.1.4 of these Generator Interconnection Procedures;
(vii) a one line diagram showing the Generating Facility or MHVDC

Transmission Line and associated electrical equipment with appropriate rating and impedance information;

(viii) Megawatt amount of new Interconnection Service or Injection Rights requested; and

(ix) If applicable, (1) the requested operating assumptions to be used by Transmission Provider that reflect the proposed charging behavior of the Generating Facility that includes at least one electric storage resource, and (2) a description of any control technologies (software and/or hardware) that will limit the operation of the Generating Facility to the operating assumptions submitted by Interconnection Customer.

In addition, Interconnection Customer or MHVDC Connection Customer proposing to enter the Definitive Planning Phase shall provide the Definitive Planning Phase entry milestone in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

The Definitive Planning Phase entry milestone (M2) will be calculated as $8,000 per Megawatt amount of new Interconnection Service or Injection Rights requested.

The Expedited Resource Addition Study entry milestone (M2) will be calculated as $24,000 per Megawatt for the amount of new Interconnection Service requested.

The Large Load Addition Resource Study entry milestone (M2) will be calculated as $30,000 per Megawatt for the amount of new Interconnection Service requested and shall be submitted by the Interconnection Customer.

Except as otherwise provided for Site Control in Section 7.2 of this GIP, all applicable deposits, milestone payments, and data required to enter the Definitive Planning Phase, including the exemptions noted in Section 4.1.2, must be received at the time of the submission of the interconnection request on the Transmission Provider website.

All applicable deposits, milestone payments and data required to enter the Expedited Resource Addition Study or the Large Load Addition Resource Study must be received at the time the application is submitted.

Interconnection Customer shall provide proof of Site Control or a cash deposit in lieu of Site Control in accordance with the requirements and timing established in Section 7.2 of this GIP. In the event that an Interconnection Customer or MHVDC Connection Customer has a state regulatory requirement to process two Points of Interconnection or Points of Connection through the entire process, that Interconnection Customer or MHVDC Connection Customer is not required to comply with the Site Control requirements in Section 7.2 for the second Interconnection Request, provided it is properly identified as the required alternative.

The Non-Refundable Deposit 1 (D1) and Study Deposit 2 (D2) shall be applied toward the costs related to processing the Interconnection Request, including costs of Interconnection Studies and GIA negotiation.

The expected In-Service Date of the Generating Facility or MHVDC Transmission Line shall be no later than the process window for the Transmission Provider's regional expansion planning period not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer or MHVDC Connection Customer demonstrates that engineering, permitting and construction of the Generating Facility or MHVDC Transmission Line will take longer than the regional expansion planning period, nor shall it be any sooner than the process

time described in the Generator Interconnection Procedures and confirmed in the Pre-Queue Phase. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer or MHVDC Connection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

The expected Commercial Operation Date of a Replacement Generating Facility shall be no more than three (3) years from the date of cessation of operation of the Existing Generating Facility. For Existing Generating Facilities that have not yet reached Commercial Operation, the specified Commercial Operation Date in the GIA of a Replacement Generating Facility shall be no later than the specified Commercial Operation Date in the GIA of the Existing Generating Facility. For Existing Generating Facility that is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, the start date of suspension or outage shall be considered the date of cessation of operation of the Existing Generating Facility for purposes of calculating the three (3) year limit. If the requested period of time between the cessation of operation of the Existing Generating Facility and expected Commercial Operation Date of the Replacement Generating Facility is more than three (3) years, the request shall be treated as an Interconnection Request for a new Generating Facility. An Existing Generating Facility that was in suspension pursuant to Section 38.2.7 of the Tariff is subject to the time limitations in Section 38.2.7(n) of the Tariff.

Where multiple Generating Facilities owned by a single Interconnection Customer share a site, such Interconnection Customer may submit separate Interconnection Requests or single Interconnection Request. Where multiple Generating Facilities are owned by different Interconnection Customers and share a site, Interconnection Customers may submit a single Interconnection Request (Shared Interconnection Request), but the Interconnection Request must include an agreement between the Interconnection Customers which designates a primary point of contact for communications and designates a single authorized contact for payments and refunds, and the agreement must

clearly identify ownership of each proposed Generating Facility. An existing Interconnection Request may not be combined with another to form a Shared Interconnection Request.

An Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall identify the claimed resource adequacy and/or reliability need(s) for which it is being submitted. This should include the location (i.e. the county and state, the electrical bus location(s), and the Local Resource Zone) of any load to be served via the off take agreement as well as the peak demand for electricity expected over any one hour period in MWs—the amount of Interconnection Service requested must not exceed 150 percent of the identified MW need. The Generating Facility and the associated resource adequacy and/or reliability need(s) must be within the same Local Resource Zone, unless the resource adequacy and/or reliability need is included in a resource filing made to the RERRA that is providing the verification required in Section 3.9.1.

The expected Commercial Operation Date included in the Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study or the Large Load Addition Resource Study shall be no later than three calendar years from the submission date of the Interconnection Request and shall be identical to the anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application.

3.3.1.1 Additional Requirements for a Surplus Interconnection Request application

A request for Surplus Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

1. The Interconnection Customer of the Existing Generating Facility, or one of its affiliates, shall have priority to utilize Surplus Interconnection Service. If the Interconnection Customer of the Existing Generating Facility or one of its affiliates does not exercise its priority, then the Interconnection Customer may make Surplus Interconnection Service available to other potential Interconnection Customers.

2. The surplus Interconnection Request shall be accompanied by written confirmation from an officer of the Interconnection Customer of the Surplus Host Unit , indicating: (i) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Surplus Host Unit; (ii) the type of Interconnection Service (*i.e.*, ERIS or NRIS) made available by the Interconnection Customer of the Surplus Host Unit in accordance with the provisions of Section 3.2.3.1 of this GIP; (iii) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (*i.e.*, a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (*i.e.*, a specified number of MW of Surplus Interconnection Service that would be available intermittently.

3. Except as provided in Section 3.3.1.1(3)(a) of this Attachment X, the Interconnection Customer must include the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system.

Transmission Provider will use that study to appropriately scope the study for evaluation of the surplus Interconnection Request. If the Interconnection Customer cannot provide such system impact study with its application, it shall indicate that such study is not available.

a. A Request for Surplus Interconnection Service may be submitted by an Interconnection Customer prior to the date that the Surplus Host Unit has obtained an effective Generator Interconnection Agreement provided the following requirements are met:

1. The Surplus Host Unit has a valid Interconnection Request and has completed Interconnection Customer Decision Point II of the GIP prior to the date that the surplus Interconnection Request is submitted;
2. The surplus Interconnection Request satisfies each of the requirements of Section 3.3.1.1 of this GIP except that instead of providing the MISO Interconnection System Impact Study for an Existing Generating Facility specified by Section 3.3.1.1(3), the Surplus Interconnection Customer shall provide the most recently completed Interconnection System Impact Study in the form of the Revised System Impact Study for Definitive Planning Phase II or the Final System Impact Study for Definitive Planning Phase III for the Surplus Host Unit with the surplus Interconnection Request;
3. The Surplus Interconnection Customer identifies the study cycle and project number of the Surplus Host Unit in the surplus Interconnection Request; and
4. If sharing Interconnection Customer Interconnection Facilities with the Existing Generating Facility, evidence

that the Interconnection Customer has entered into a consent agreement that meets the requirements of Section 3.3.1.4.

5. If the Surplus Interconnection Customer Generating Facility partially or completely consists of energy storage devices, the Surplus Interconnection Customer Interconnection Request shall contain a description of any control technologies (software and/or hardware) that will limit the concurrent operation of the Existing Generating Facilities and Surplus Facilities to the original Interconnection Service limit.

4. The surplus Interconnection Request must be submitted to the Transmission Provider by the Interconnection Customer at least one (1) year prior to the Commercial Operation Date of the Generating Facility requesting Surplus Interconnection Service.

5. If a Material Modification study for the Surplus Host Unit is pending at the time the surplus Interconnection Request is submitted, then the surplus Interconnection Study for Surplus Interconnection Service shall not kickoff until the Material Modification study has completed and any approved modifications have been added to Generation Interconnection Agreement.

The Transmission Provider shall commence processing and studying a surplus Interconnection Request that conforms to the requirements of this Section 3.3.1.1(3)(a) of the GIP in accordance with the provision of Section 3.3.1.2 of this GIP provided that no GIA may be tendered for such surplus Interconnection Request prior to the date that the Surplus Host Unit has become subject to an effective Generator Interconnection Agreement.

3.3.1.2 Evaluation Process for Surplus Interconnection Request and the Requirements for the Request to Remain Valid

The following conditions will apply for evaluation of surplus Interconnection Request:

1. Within thirty (30) Calendar Days of the Transmission Provider's receipt of the completed surplus Interconnection Request, Transmission Provider will commence a study of the proposed Surplus Interconnection Service pursuant to Section 3.2.3.2 of this GIP to determine whether such service would result in any material adverse impact to the Transmission System and/or Affected Systems and amounts to a Material Modification. After the commencement of the surplus Interconnection Study for Surplus Interconnection Service, if a Material Modification request on the Surplus Host Unit is submitted, the surplus Interconnection Request will be paused. Once the Material Modification request has been approved, the surplus Interconnection Request will be reevaluated and may require the Interconnection Customer to update the surplus Interconnection Request. The updated surplus Interconnection Request is subject to the surplus Interconnection Request timing requirements. Transmission Provider shall use Reasonable Efforts to complete the study of the surplus Interconnection Request within ninety (90) Calendar Days. If Transmission Provider determines that the surplus Interconnection Request would result in a material adverse impact to the Transmission System and/or Affected Systems, then the surplus Interconnection Request shall proceed through the Definitive Planning Phase as a new Interconnection Request.

2. Within thirty (30) Calendar Days after having received results of the

Transmission Provider's evaluation, Interconnection Customer requesting Surplus Interconnection Service shall inform Transmission Provider of its election to proceed with its surplus Interconnection Request. After receiving the Interconnection Customer's election notice, Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA, as appropriate. If the Interconnection Customer fails to provide a notice of its election to proceed within thirty (30) Calendar Days after having received results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

The Interconnection Facilities Study will be performed, if needed, and will be completed within ninety (90) Calendar Days. If an Interconnection Facilities Study is necessary, the Transmission Provider shall tender a draft *pro forma* GIA within the later of thirty (30) Calendar Days after final Interconnection Facilities Study reports are issued or the date that the GIA for the Surplus Host Unit becomes effective. If an Interconnection Facilities Study is not necessary, the Transmission Provider shall tender a draft *pro forma* GIA or an amended GIA that conforms to the currently effective *pro forma* GIA, as applicable by the later of thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Surplus Interconnection Service request, or the date that the GIA for the Surplus Host Unit becomes effective.

Interconnection Customer shall submit an executed Energy Displacement Agreement and Monitoring and Consent Assignment to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, pursuant to Section 11 of this GIP. The executed Monitoring and Consent Agreement shall be in the form of Appendix 11 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the

GIA.

The executed Energy Displacement Agreement shall be in the form of Appendix 12 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the GIA. If the Interconnection Customer fails to provide an executed Energy Displacement Agreement and a Monitoring and Consent Agreement to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

If at any time prior to execution of the GIA the Energy Displacement Agreement or Monitoring and Consent Agreement required above is no longer in effect, the Interconnection Request for Surplus Interconnection Service shall be deemed to have been withdrawn.

3.3.1.3 Requirements for continuation of Surplus Interconnection Service after retirement or cessation of commercial operation of an Existing Generating Facility

1. In the event that the Interconnection Customer seeks to continue Surplus Interconnection Service following the retirement and permanent cessation of commercial operation of the Existing Generating Facility associated with that Surplus Interconnection Service, Transmission Provider shall permit the Surplus Interconnection Service to continue for a limited period not to exceed one (1) year if the Existing Generating Facility retired and if the following conditions are met:

   (i) Transmission Provider studied the Surplus Interconnection Service Generating Facility for sole operation at that Point of

Interconnection as a part of Interconnection Study for the Surplus Interconnection Service Generating Facility, and such studies confirm that the Surplus Interconnection Service Generating Facility can be solely and reliably operated after the retirement of the Existing Generating Facility; and

(ii) The Existing Generating Facility Interconnection Customer must provide written consent to the continued operation of the Surplus Interconnection Service Generating Facility at either: (a) the limited level of Surplus Interconnection Service that is reflected in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement; or (b) at any level below such limit.

3.3.1.4 Additional Requirements for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Customer may submit an Interconnection Request that proposes to share Interconnection Customer Interconnection Facilities with one or more existing projects or pending Interconnection Requests. Interconnection Requests proposing such an arrangement shall so indicate in their Interconnection Request and attach a consent agreement executed by all Interconnection Customers with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities. After an Interconnection Request has been submitted, an Interconnection Customer may only propose to share Interconnection Customer Interconnection Facilities as part of a Point of Interconnection modification. Such consent agreement shall, in accordance with the Business Practices Manuals, describe the proposed configuration of the projects, the proposed ownership of the Interconnection Customer Interconnection Facilities, the division of rights and responsibilities among the parties with respect

to operations, maintenance, and repair of the Interconnection Customer Interconnection Facilities, and such other information regarding the operation of the Generating Facilities under this arrangement as may be specified in the Generator Interconnection Business Practice Manual. The consent agreement shall indicate the parties' consent to sharing the Interconnection Customer Interconnection Facilities in the manner described in the Interconnection Request(s). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use as specified in section 7.2.1.1.ii.b.3.

3.3.1.5 Evaluation Process for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Requests proposing shared Interconnection Customer Interconnection Facilities shall require the consent of the Transmission Provider to proceed, which consent shall not be unreasonably withheld, conditioned, or delayed. The Transmission Provider shall review Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities amongst multiple projects to confirm compliance with the requirements of Section 3.3.1.4 of these Generator Interconnection Procedures, that all Interconnection Customer responsibilities have been appropriately accounted for, and that all parties have consented to the described arrangement. The Transmission Provider shall complete this review and notify the parties whether the Transmission Provider consents to the proposed arrangement no later than five (5) days prior to the start of the Scoping Meeting in which their requests are discussed, or within ten (10) Business Days after receipt if the consent agreement is submitted as part of a Point of Interconnection modification. In the event that the Transmission Provider does not consent, the Transmission Provider shall provide a written statement of the reasons for such decision to each of the parties. Interconnection Requests that do not receive the Transmission Provider's consent for the sharing

of Interconnection Customer Interconnection Facilities may be revised and resubmitted for inclusion in the applicable cycle prior to the start of DPP Phase I. In the event that the consent agreement is submitted as part of a Point of Interconnection modification, the consent for the sharing of Interconnection Customer Interconnection Facilities may be revised and resubmitted within five (5) Business Days of receiving the Transmission Provider's written statement of reasons.

Any Interconnection Customer that has an Interconnection Request pending in the DPP as of August 14, 2019 and that intends to share Interconnection Customer Interconnection Facilities for that Interconnection Request with one or more existing projects or other Interconnection Requests shall satisfy each of the terms of Sections 3.3.1.4 and 3.3.1.5 of these Generator Interconnection Procedures, prior to the start of GIA negotiations for any Interconnection Request that remains pending in the DPP and that will participate in the sharing arrangement.

3.3.2 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the Interconnection Request. Transmission Provider shall tender to Interconnection Customer or MHVDC Connection Customer a copy of the countersigned Interconnection Study Agreement within ten (10) Business Days after the Transmission Provider notifies Interconnection Customer that it has accepted the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP. In addition, within ten (10) Business Days after notifying Interconnection Customer that an Interconnection Request is accepted as valid, Transmission Provider shall submit a summary of the Interconnection Request to Interconnection Customer or MHVDC Connection Customer and likely affected Transmission Owners. All acknowledgments and other communications may be made via e-mail and/or other electronic means.

3.3.3 Review of Interconnection Request and Cure of Deficiencies.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer within fifteen (15) Business Days of receipt of the initial Interconnection Request either that the Transmission Provider has accepted the Interconnection Request as valid or has determined that the Interconnection Request does not constitute a valid request due to one or more deficiencies. In the event Transmission Provider determines that the Interconnection Request does not constitute a valid request, Transmission Provider shall also provide an explanation of the reasons for such determination. Interconnection Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Interconnection Request as deficient to provide the additional requested information needed to constitute a valid request. In the event Transmission Provider discovers or verifies a deficiency later in the GIP process, Transmission Provider will notify Interconnection Customer or MHVDC Connection Customer as soon as practicable. At any time, if Transmission Provider finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Transmission Provider will issue a deficiency notice to Interconnection Customer and Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy such issues. Interconnection Customer or MHVDC Connection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request no later than ten (10) Business Days after the request is made. Failure by Interconnection Customer or MHVDC Connection Customer to comply with this Section 3.3.3 will result in the Interconnection Request not being processed until such deficiency is cured. In the event that the deficiency is not cured within the required ten (10) business day period, the Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any further cure period and the Non-Refundable Deposit 1 (D1) shall be forfeited. The Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal upon the expiration of the ten

(10) business day period. Any refunds of deposits other than the D1 will be processed in accordance with Section 3.6 of this GIP.

3.3.4 Customer Engagement Window

Immediately after the application deadline for a Group Study, Transmission Provider shall open a eighty-five (85) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, Transmission Provider, applicable Transmission Owner and Interconnection Customer shall conduct the activities set forth in sections 3.3.5 (Scoping Meeting), 7.1.1 (Screening Analysis Prior to Definitive Planning Phase I), and section 7.2.1.3 (Transmission Provider Review of Site Control Sufficiency). Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Group, Transmission Provider may shorten the Customer Engagement Window and begin the Group Study. Within thirty (30) Business Days of the opening of the Customer Engagement Window, Transmission Provider shall post on its OASIS a list of Interconnection Requests for that Group. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The Transmission Provider must ensure that project information is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests. During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study and a Interconnection Study Agreement to be executed prior to the close of the Customer Engagement Window.

Transmission Provider shall initiate the Group Study described in Section 7 of this GIP 5 Business Days following the close of the Customer Engagement Window.

3.3.5 Scoping Meeting.

During the Customer Engagement Window, the Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Scoping Meeting, and such date shall be at least five (5) Business Days prior to and no more than forty-five (45) Calendar days prior to the kick-off of the Definitive Planning Phase, unless otherwise mutually agreed upon by Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer. The Transmission Provider, Interconnection Customer, or MHVDC Connection Customer, and Transmission Owner must attend the Scoping Meeting. Transmission Provider shall use Reasonable Efforts to include any other Affected System Operators in the Scoping Meeting.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. For purposes of clustering Interconnection Requests, Transmission Provider or Transmission Owner may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. The requesting Transmission Provider or Transmission Owner shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within two (2) Business Days after the conclusion of the Scoping Meeting, and the Point of Interconnection shall only change upon mutual agreement. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer will bring to the meeting such technical data including, but not limited to, known: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility, (v) general power quality issues including voltage flicker, harmonics, (vi) general reliability issues; and (vii) diagrams and/or layout of applicable

substations as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer or MHVDC Connection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer or MHVDC Connection Customer may modify its Point of Interconnection/Connection. Notwithstanding the foregoing, modifications to the Point of Interconnection are prohibited if the modification causes the project to move from one study region to another once the Transmission Provider has notified Interconnection Customers that its Interconnection Request will be included in a study group pursuant to Section 4.1.1.3 of this GIP. Interconnection Customer or MHVDC Connection Customer will have until the beginning of DPP Phase I submit to Transmission Provider its modified Point of Interconnection/Connection as a result of the Scoping Meeting; if the modified Point of Interconnection includes shared Interconnection Customer Interconnection Facilities, the Interconnection Customer shall submit a consent agreement that meets requirements of Section 3.3.1.4 by the beginning of DPP Phase I. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting.

3.4.1 Transmission Provider will maintain on its OASIS or its website a list of all Interconnection Requests. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the substation or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, and when applicable, Definitive Planning Phase Queue Position; (vi) the type of Interconnection Service being requested or whether the Interconnection Request is for Injection Rights; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed including

technology and fuel type); (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed; (xi) associated Interconnection System Impact Study phase costs by Definitive Planning Phase; and (xii) for a Generating Facility Replacement, the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility already has ceased commercial operations, the expected Commercial Operation Date of the replacement facility and requested Interconnection Service. Except for projects submitted through the ERAS process as noted in Section 3.9, the list will not disclose the identity of Interconnection Customer or MHVDC Connection Customer until Interconnection Customer or MHVDC Connection Customer executes a GIA or a TCA or requests that Transmission Provider file an unexecuted GIA or TCA with FERC. Transmission Provider shall post to its OASIS site or its website any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to the Transmission Provider's OASIS site or its website prior to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

Transmission Provider will also maintain on its OASIS or its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades and System Protection Facilities. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.2 Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.4.2.1 through 3.4.2.6. For the Study Metrics provided

in Sections 3.4.2.2 and 3.4.2.3, if the relevant 10 Business Days includes one or more holidays, then the number of Business Days will be correspondingly extended and the study will not be considered untimely if completed within the extended period.

3.4.2.1 Preliminary System Impact Studies in Definitive Planning Phase I Processing Time.

(A) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study, as per the timelines listed in 7.3.1 of the Generator Interconnection Procedures ("GIP") after the periodic, scheduled start of the Definitive Planning Phase I, which shall commence in conformity with Section 3.3.1 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report as per the timelines listed in 7.3.1 of the GIP, after the periodic, scheduled start of the Definitive Planning Phase I,

(D) Mean time (in Calendar Days), for Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter, from the periodic, scheduled start of the Definitive Planning Phase I, to the date when Transmission Provider provided the completed Preliminary System Impact

Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report to complete this reporting quarter, calculated as the sum of 3.4.2.1(B) plus 3.4.2.1(C) divided by the sum of 3.4.2.1(A) plus 3.4.2.1(C)).

3.4.2.2 Revised System Impact Studies in Definitive Planning Phase II Processing Time.

(A) Number of Interconnection Requests that had Revised System Impact Study reports in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study report after the date the Interconnection Customer Decision Point I window expired, as per the timelines listed in Section 7.3.2 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Revised System Impact Studies in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and75 Calendar Days for the Revised System Impact Study report, as per the timelines listed in 7.3.2 of the GIP, after the Interconnection Customer Decision Point I window expired,

(D) Mean time (in Calendar Days), for Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter, from the day after the

Interconnection Customer Decision Point I window expired to the date when Transmission Provider provided the completed Revised System Impact Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Revised System Impact Study reports in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study, to complete this reporting quarter, calculated as the sum of 3.4.2.2(B) plus 3.4.2.2(C) divided by the sum of 3.4.2.2(A) plus 3.4.2.2(C)).

3.4.2.3 Final System Impact Studies in Definitive Planning Phase III Processing Time.

(A) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 50 Calendar Days as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days, as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(D) Mean time (in Calendar Days), for Final System Impact Studies in Definitive Planning Phase III completed within Transmission Provider's

coordinated region during the reporting quarter, from the day after the Interconnection Customer Decision Point II window expired to the date when Transmission Provider provided the completed Final System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.3(B) plus 3.4.2.3(C) divided by the sum of 3.4.2.3(A) plus 3.4.2.3(C)).

3.4.2.4 Interconnection Facilities Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after the Interconnection Customer Decision Point I window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after the Interconnection Customer Decision Point

I window expired to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities this reporting quarter, calculated as the sum of 3.4.2.4(B) plus 3.4.2.4(C) divided by the sum of 3.4.2.4(A) plus 3.4.2.4(C)).

3.4.2.5 Interconnection Facilities Studies for Network Upgrades Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after completion of the Definitive Planning Phase III Final System Impact Study,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Study reports for Network Upgrades where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Network Upgrades completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after completion of the Definitive Planning Phase III Final System Impact Study to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Network Upgrades to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Studies for Network Upgrades this reporting quarter, calculated as the sum of 3.4.2.5(B) plus 3.4.2.5(C) divided by the sum of 3.4.2.5(A) plus 3.4.2.5(C).

3.4.2.6 Interconnection Requests Withdrawn from Interconnection Queue.

(A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,

(B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before the start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP,

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter from start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP, to at or before the Interconnection Customer Decision Point I window expired,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point I window expired to at or before the Interconnection Customer Decision Point II window expired,

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point II window expired to before execution of a Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement

(F) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Generator

Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

(G) Mean time (in Calendar Days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when Transmission Provider received the request to withdraw from the queue.

3.4.3 Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.4.2.1(A) through paragraph 3.4.2.6(G) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.4 In the event that any of the values calculated in paragraphs 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E)) exceeding 25 percent for two consecutive calendar quarters:

(i) Transmission Provider must submit a report to the Commission describing the reason for each Group Study, individual Interconnection Facilities Study, or Restudy pursuant to one or more Interconnection Request(s) that exceeded its deadline completion of each phase as specified in Sections 7.3.1, 7.3.2 and 7.3.3 of this GIP, and Section 7.5 of this GIP for restudies. Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report

must be filed at the Commission within 45 Calendar Days of the end of the calendar quarter.

(ii) Transmission Provider shall aggregate the total number of employee-hours and third party consultant hours expended towards interconnection studies within its coordinated region that quarter and post on OASIS or its website. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within 30 Calendar Days of the end of the calendar quarter.

3.5 Coordination with Affected Systems.

Except as modified by Sections 3.5.1 through 3.5.3 of these GIP, Interconnection Customer or MHVDC Connection Customer, Transmission Provider, Transmission Owner and Affected System Operator shall each coordinate and cooperate on studies required to determine the impact of the Interconnection Request on Affected Systems. Transmission Provider will include such Affected System Operators, whose representatives either abide by FERC's Standards of Conduct pursuant to 18 C.F.R Parts 37 and 358 or have executed a non-disclosure agreement with Transmission Provider, in all meetings held with Interconnection Customer as required by the GIP. If the Affected System is not under the functional control of Transmission Provider, the Affected System Operator's procedures shall be applicable. Interconnection Customer or MHVDC Connection Customer will be separately responsible to adhere to the Affected Systems Operator's procedures and costs related to studies and modifications to the Affected System.

Interconnection Customer or MHVDC Connection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Transmission Provider may limit Interconnection Service or Injection Rights for an Interconnection Request until needed reliability upgrades on an Affected System(s) are complete under separate agreements.

Each Interconnection Customer or MHVDC Connection Customer shall provide notice to Transmission Owner and Transmission Provider that the facilities built under such agreements are in service.

3.5.1 Additional Requirements for Interconnection Requests Subject to JTIQ.

Transmission Provider shall use the rules and procedures contained in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) to apply to Interconnection Customers and Interconnection Requests that have been designated for inclusion in a JTIQ Participation Group or a JTIQ Commitment Group. Interconnection Customers included in a JTIQ Screening Group, JTIQ Participation Group or a JTIQ Commitment Group shall be responsible for adhering to all applicable requirements set forth Section 9.4.2 of the Rate Schedule 6 (MISO-SPP JOA), these Generator Interconnection Procedures, the GIA, and applicable JTIQ Service Agreements.

3.5.1.1: Inclusion in a JTIQ Screening Group, JTIQ Participation Group, and JTIQ Commitment Group.

(1) Interconnection Requests shall be included in the JTIQ Screening Group if they are submitted into a DPP study group, LARS, or an ERAS that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I studies, LARS, or an ERAS as of the date that the Transmission Provider and SPP have declared the JTIQ Portfolio fully subscribed.

(2) Interconnection Requests shall be included in a JTIQ Participation Group if they meet the following criteria:

(a) the Interconnection Request is determined to have an impact greater than five percent (5%) distribution factor (OTDF or PTDF[1]) on one or more facilities of SPP's transmission system modelled with all transmission facilities rated 100 kV and above; and

(b) the Interconnection Request is determined to have greater than 1.00 MW (positive) impact on at least one JTIQ Upgrade included in the JTIQ Portfolio.

Any new Interconnection Request for an Existing Generating Facility that is seeking to convert to or increase the level of NRIS service will only be included in the JTIQ Participation Group to the extent of any additional ERIS service requested.

(3) Interconnection Customers shall enter a JTIQ Commitment Group upon obtaining an effective GIA and JTIQ Commitment Agreement that obligate such Interconnection Customer to pay, and provide security for, JTIQ Generator Charges. Placement into the applicable JTIQ Commitment Group shall be governed by the terms of the Commitment Agreement and Section 2 of Attachment JJJ to the Tariff.

3.5.2. Application of Affected Systems Coordination Procedures to

[1] Power Transfer Distribution Factor (PTDF) - The percentage of power transfer flowing through a facility or a set of facilities for a particular transfer when there are no contingencies. Outage Transfer Distribution Factor (OTDF) - The percentage of a power transfer that flows through the monitored facility for a particular transfer when the contingency facility is switched out of service.

Interconnection Requests Included in an Expedited Resource Addition Study

The Transmission Provider shall apply to ERAS Interconnection Requests, and the ERAS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of an ERAS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ERAS study for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ERAS Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the EGIA is tendered, such EGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ERAS Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ERAS Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for ERAS projects as of the date MISO commences the ERAS System Impact Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ERAS projects. Interconnection requests with an earlier queue priority date as

determined in accordance with this Section 9.4.3(a) will have a higher relative queue priority than those with a later queue priority date.

3.5.3. Application of Affected Systems Coordination Procedures to Interconnection Requests Seeking ZG Interconnection Service

The Transmission Provider shall apply to ZG Interconnection Requests, and the ZG Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a ZG Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ZG Impact Assessment for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ZG Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the ZGIA is tendered, such ZGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ZG Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ZG Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for Interconnection Requests seeking ZG Interconnection Service as of the date MISO commences the ZG Study unless the controlling agreement between MISO and the affected system

expressly provide an alternate queue priority date for ZG projects. Interconnection requests with an earlier queue priority date as determined in accordance with this Section 3.5.3 will have a higher relative queue priority than those with a later queue priority date.

3.5.4. Application of Affected Systems Coordination Procedures to Interconnection Requests Included in a Large Load Addition Resource Study

The Transmission Provider shall apply to Interconnection Requests seeking processing through LARS, and the LARS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a LARS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable LARS study for such project; (2) The Transmission Provider will provide any Affected Systems analysis received from the affected system to the Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the LLGIA is tendered, such LLGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the Affected System within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit LARS Interconnection Requests to the applicable Affected System individually and request that such Affected System Study the impacts of LARS Interconnection Requests on a serial basis; and (5) For those Affected Systems where MISO and the Affected System utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue

priority date for LARS projects as of the date MISO commences the LARS System Impact Study unless the controlling agreement between MISO and the Affected System expressly provide an alternate queue priority date for LARS projects. Interconnection requests with an earlier queue priority date as determined in accordance with MISO-SPP JOA Section 9.4.3(a) will have a higher relative queue priority than those with a later queue priority date.

3.6 Withdrawal.

Interconnection Customer or MHVDC Connection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of the GIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Unless otherwise provided in this GIP, upon receipt of such written notice, Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution.

In the event that an MHVDC Transmission Connection Request is withdrawn or deemed withdrawn in accordance with the terms of Attachment GGG to the Tariff, then all Interconnection Requests associated with that MHVDC Transmission Connection Request will also be deemed withdrawn.

Withdrawal prior to or during Interconnection Customer Decision Point I shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position. Withdrawal after Interconnection Customer Decision Point I, but prior to or during Interconnection Customer Decision Point II shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's

Definitive Planning Phase Queue Position and forfeiture of the Definitive Planning Phase entry milestone (M2) payment. Withdrawal after Interconnection Customer Decision Point II shall result in the loss of Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position and forfeiture of the M2, M3 and M4 milestone payments, except as otherwise provided in Section 7.6.2 and 7.8.

If an Interconnection Customer or MHVDC Connection Customer disputes the withdrawal and loss of its applicable queue position, then during Dispute Resolution, the Interconnection Customer's or MHVDC Connection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its applicable queue position.

An Interconnection Customer or MHVDC Connection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently (i) incurs prior to the Transmission Provider's receipt of notice described above and (ii) will incur as a result of the withdrawal. Interconnection Customer or MHVDC Connection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS list of Interconnection Requests and (ii) refund to Interconnection Customer or MHVDC Connection Customer any portion of the Interconnection Customer's or MHVDC Connection Customer's study deposit that exceeds the costs that Transmission Provider has incurred or will incur as a result of the withdrawal as described in Section 13.3, including interest earned on the Interconnection Customer's or MHVDC Connection Customer's study deposit and Definitive Planning Phase entry milestone payment while held in Transmission Provider's interest-bearing, money market account, or if such account does not exist, then the interest calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii). In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall

provide, at Interconnection Customer's or MHVDC Connection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.7 Additional requirements for Generating Facility Replacement Requests.

3.7.1 Requirements for Replacement Generating Facility Requests.

i) Except as provided in Section 3.7.1(i)(a) of this Attachment X, any Replacement Generating Facility must connect to the Transmission System at the same electrical Point of Interconnection (i.e. same voltage level at the interconnecting substation) as the Existing Generating Facility.

a. An Interconnection Customer shall perform, and Transmission Provider shall validate an evaluation study utilizing the latest available DPP phase model to ensure the Replacement Generating Facility connecting to a different Point of Interconnection will: (1) connect to the same voltage level unless the same voltage level is not available by the COD; (2) not cause new constraints, as demonstrated by a contingency analysis performed in accordance with BPM-015; (3) and change the Power Transfer Distribution Factor less than 5% on any branch unless it is a zero impedance element or a line on the shortest path without queued Interconnection Requests from the existing Point of Interconnection to the new Point of Interconnection.

ii) The request for Generating Facility Replacement must be submitted to the Transmission Provider by the Interconnection Customer for its Existing Generating Facility at least one (1) year prior to the date that the Existing Generating Facility will cease operation unless the Existing Generating Facility is in suspension or approved for suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, and at least one (1) year prior to the Commercial Operation Date for the Replacement Generating Facility. An Interconnection Customer

utilizing an extension to the Commercial Operation Date or In-Service Date as set forth in Section 4.4.4 of the GIP must submit the request for Generating Facility Replacement at least one (1) year prior to the extended Commercial Operation Date. A unit with a surplus GIA may propose to replace its host Existing Generating Facility should the Surplus Host Unit retire and does not submit a timely replacement request. The unit with a surplus GIA shall submit its replacement request one (1) year prior to the proposed Commercial Operation Date of the Replacement Generating Facility. For the Existing Generating Facility approved for suspension or in forced outage, the request for Generating Facility Replacement must be submitted prior to 25th cumulative month of suspension or forced outage within 5 years period. The request shall include the planned or actual date of cessation of operation for the Existing Generating Facility and the expected Commercial Operation Date for the Replacement Generating Facility. The expected Commercial Operation Date of the Replacement Generating Facility must be at least one (1) Calendar Day after the date the Existing Generating Facility ceases operations.

iii) The Interconnection Customer shall request only ER Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has only ER Interconnection Service. The request for NR Interconnection Service for the Replacement Generating Facility, when the Existing Generating Facility has only ER Interconnection Service, shall be submitted as a separate Interconnection Request and shall proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility. The Interconnection Customer may request either ER Interconnection Service or NR Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has NR Interconnection Service. Requests for ER or NR Interconnection Service that exceed the amount of Interconnection Service for the Existing Generating Facility shall be processed as a new Interconnection Request for the amount of such excess pursuant to Section 3.7.1.iv of this Attachment X to

the Tariff.

iv) If the Replacement Generating Facility requires Interconnection Service (MW) in excess of that of the Existing Generating Facility that is being replaced, Interconnection Customer shall initiate a separate request for Interconnection Service in an amount (MW) equal to the excess. Such Interconnection Request shall be assigned a new Queue Position, and proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility.

v) If the request for Generating Facility Replacement requests less Interconnection Service (MW) than that of the Existing Generating Facility that is being replaced, the owner shall be required to submit an Attachment Y Notice for the amount (MW) of such decrease in generating capacity to the Transmission Provider prior to the execution of the GIA of the Replacement Generating Facility or the election by the Interconnection Customer to proceed unexecuted. If the Interconnection Customer indicates in its Interconnection Request that the Reliability Assessment Study shall include analysis of a retirement scenario, the timing of the associated Attachment Y will supersede the requirements of Section 38.2.7 of the Tariff, as the Reliability Assessment Study completed as part of generator replacement process will determine the system impacts for the loss of the generation.

vi) Except as provided in Section 3.7.1(vi)(a) of this Attachment X, no request for Generating Facility Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the Generator Interconnection Agreement applicable to the Existing Generating Facility, or (2) the date of sale or other transfer of such Existing Generating Facility. When an Existing Generating Facility is owned by more than one party and such coownership has existed for at least twelve (12) months prior to the date that the request for Generating Facility Replacement has been made, the restrictions described in this paragraph on

transfers shall not preclude such co-owners from determining their respective ownership percentages in the Replacement Generating Facility, provided that the ownership interests in the Replacement Generating Facility is disclosed in the request of the Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement for Generating Facility Replacement. Upon submission of a request for Generating Facility Replacement, the Interconnection Customer shall not sell or otherwise transfer the Existing Generating Facility, the Replacement Generating Facility, nor assign the applicable Generator Interconnection Agreement except as provided in Section 3.7.1(vi)(a) of this Attachment X until such time as the Transmission Provider completes evaluation of the request for Generating Facility replacement unless the Interconnection Customer first withdraws such request for Generating Facility Replacement in writing. In the event that the Transmission Provider notifies Interconnection Customer that the request for Generating Facility Replacement has been granted, the prohibition on sales, transfers, or assignments not authorized by this Attachment X shall be extended in accordance with Section 3.7.5 of this Attachment X. For purposes of this Section 3.7.1 (vi), prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the *pro forma* Generator Interconnection Agreement or any analogous provision in the applicable GIA.

a. An Interconnection Customer may: (1) sell or otherwise transfer its Existing Generating Facility, (2) assign its Generator Interconnection Agreement; or (3) sell or otherwise transfer a Replacement Generating Facility to an entity or entities meeting the requirements of Section 3.7.1(vi)(a)(1) below without violating this Section 3.7.1(vi) if all of the following conditions are satisfied prior to such sale, assignment or transfer becoming effective:

    1. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement demonstrates to the Transmission

Provider that it both:

i. Holds, directly or indirectly, not less than a 25% ownership interest in each entity receiving the applicable assignment or transfer as demonstrated through documentation of: (1) shares or a partnership interests in the transferee/assignee; (2) a right to receive at least 25% of net proceeds from the sale of the transferred or assigned generating facility; or (3) another form of interest in the transferee/assignee that is recognized by the Commission as equivalent to an ownership interest;

ii. Has the documented right to direct the performance of such entity with respect to any obligation under MISO's Tariff and Generator Interconnection Agreement applicable to the transferred Generating Facility; and

2. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement and the entity that received the assignment or transfer commit in documentation to be supplied to the Transmission Provider prior to the effective date of any sale, assignment or transfer: (i) that the Interconnection Customer shall retain the ownership and control required by Section 3.7.1(vi)(a)(1) of this Attachment X until the Replacement Generating Facility achieves commercial operation in accordance with Section 3.7.5 of this Attachment X, unless the request for Generating Facility Replacement is denied or withdrawn; (ii) that the entity receiving the assignment or transfer under this section 3.7.1(vi) of this Attachment X agrees not to further sell, transfer or assign its interests in the Existing Generating Facility, Replacement

Generating Facility, or Generator Interconnection Agreement except in accordance with this Attachment X; and (iii) to provide the Transmission Provider upon request with documentation demonstrating continued compliance with the requirements of Section 3.7.1(vi) of this Attachment X at any time prior to the date that the applicable Replacement Generating Facility achieves commercial operation; and

3. The Interconnection Customer receives the consent of the Transmission Provider, which consent shall be granted upon the Transmission Provider determining that the proposed transfer(s) or assignment(s) comply with the requirements of Section 3.7.1(vi)(a) of these Generator Interconnection Procedures.

A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.1 (vi) or Section 3.7.1(vi)(a) of Attachment X shall void the request for Generating Facility Replacement.

3.7.1.1 Requirements for modification of Replacement Generating Facility Requests. The request to modify the Replacement Generating Facility shall be submitted any time prior to the commencement of the evaluation process for Generating Facility Replacement requests.

1) If the revised planned date of cessation of operation for the Existing Generating Facility is prior to the planned date of cessation of operation specified in original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation.

2) If the revised planned date of cessation of operation for the Existing Generating

Facility is after the planned date of cessation of operation specified in original request, a notification for Replacement Generating Facility must be submitted to the MISO Resource Utilization team (resourceretirement@misoenergy.org) at least thirty (30) Calendar Days prior to the original date that the Existing Generating Facility is planned to cease operation. The revised planned date of cessation must be at least one (1) Calendar Day before the Commercial Operation Date of the Replacement Generating Facility, including any extension provided and utilized under Section 4.4.4 of the GIP.

3) If the revised expected Commercial Operation Date for the Replacement Generating Facility is after the expected Commercial Operation Date for the Replacement Generating Facility in the original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation, unless the Existing Generating Facility is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage.

3.7.2 Evaluation Process for Generating Facility Replacement Requests.

The Transmission Provider will evaluate Generating Facility Replacement requests in the order in which they are submitted. The evaluation will consist of two studies: i) a Replacement Impact Study as set forth in Section 3.7.2.1 of the GIP, and ii) a Reliability Assessment Study as set forth in Section 3.7.2.2 of the GIP.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with the Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.7.2.1 Generating Facility Replacement—Replacement Impact Study.

The Replacement Impact Study will include analyses to determine if the Replacement Generating Facility has a material adverse impact on the Transmission System when

compared to Existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied. If the Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, such impacts shall be deemed a Qualified Change, and in order to move forward, the Interconnection Customer must submit all information and milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.3 of this GIP, be assigned queue priority as of the date such information and milestones are provided, and proceed through the Definitive Planning Phase cycle as an Interconnection Request for a new Generating Facility. In such event, the Interconnection Customer shall be subject to the timing and requirements of Section 38.2.7 of the Tariff for any retirement of the Existing Generating Facility.

3.7.2.2 Generating Facility Replacement—Reliability Assessment Study

The Reliability Assessment Study for the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date including any extension provided under Section 4.4.4 of the GIP of the Replacement Generating Facility shall evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of applicable the Electric Reliability Organization Standards and Transmission Owner planning criteria are caused by removing the Existing Generating Facility from service prior to the Commercial Operation Date of the Replacement Generating Facility. This study shall compare the conditions on the Transmission System that would exist if the Existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the Existing Generating Facility is online. The scope of Reliability Assessment Study may include stability analysis as necessary. The Existing Generating Facility shall be responsible for mitigating any reliability violation identified in the Reliability Assessment Study and may not cease operations until all mitigations are implemented or are in service. Mitigation for this interim period may, as applicable, include: (i)

redispatch/reconfiguration through operator instruction; and (ii) remedial action scheme or any other operating steps depending upon the type of reliability violation identified.

The Interconnection Customer may request in its Interconnection Request that the Reliability Assessment Study include an analysis equivalent to an Attachment Y study, as defined in Section 38.2.7 of the Tariff. The Transmission Provider shall include such analysis in the Reliability Assessment Study when requested. After completion of the Reliability Assessment Study with all reliability violations mitigated for the Existing Generating Facility, the Interconnection Customer may choose to submit an Attachment Y request to obtain suspension approval based on Reliability Assessment Study results before the GIA for the Replacement Generating Facility is executed or the Interconnection Customer elects to proceed unexecuted or sixty (60) days after the request for Generating Facility Replacement request is withdrawn.

3.7.3 Generating Facility Replacement - Notice to Proceed

Interconnection Customer requesting Generating Facility Replacement shall inform Transmission Provider within thirty (30) Calendar Days after having received results of the Replacement Impact Study and Reliability Assessment Study of its election to proceed and Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA. Interconnection Customer that fails to provide an election to proceed within thirty (30) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.7.4 Scope of Interconnection Facilities Study

Interconnection Facilities Study focusing on the Interconnection Facilities for the Replacement Generating Facility will start, if the Transmission Provider determines such a study is necessary, upon Interconnection Customer's notice to proceed to the Transmission Provider after completion of the Replacement Impact Study and the Reliability Assessment Study. This Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities.

Transmission Provider shall use Reasonable Efforts to complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days.

3.7.5 GIA for Generating Facility Replacement.

Transmission Provider shall tender a draft *pro forma* GIA or GIAs or, if deemed appropriate, an amended GIA or GIAs that conforms to the *pro forma* GIA in effect at the time, within thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Generator Replacement if an Interconnection Facilities Study is not required or within thirty (30) Calendar Days after final Facility Study reports are provided to the Interconnection Customer. An Interconnection Customer that transferred or assigned a Replacement Generating Facility to one or more entities consistent with the requirements of 3.7.1(vi)(a) may elect for each such entity to receive a separate GIA for its Replacement Generating Facility. The draft *pro forma* GIA shall include updated appendices describing the timing of Generating Facility Replacement and a condition that the GIA or GIAs cannot be assigned and the Replacement Generating Facility cannot be transferred to any other Party, including an affiliate of the Interconnection Customer other than as allowed by Section 3.7.1(vi)(a) of this Attachment X, until such date as the applicable Replacement Generating Facility achieves commercial operation. A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.5 shall be void and constitute a material breach of the GIA.

If the MW of a Generating Facility Replacement request is less than the MW of the Existing Generating Facility that is being replaced, the Interconnection Customer cannot make any additional Generating Facility Replacement requests after the first GIA for the Generating Facility Replacement is executed or the Interconnection Customer elects to proceed unexecuted.

3.8 Identification of Contingent Facilities.

MISO identifies Contingent Facilities using the following three methods:

i. Review all transmission facilities included in Interconnection System Impact Studies performed for an Interconnection Request that are: (1) listed in Appendix A of the Transmission Provider's Transmission Expansion Plan (MTEP) that are not yet in service, unless the Transmission Provider determines through the exercise of engineering judgment and after consultation with the applicable Transmission Owner(s), that such project does not address an existing overload and will not impact the injection of the Interconnection Request, such as age related line renewal projects that are not Baseline Reliability Project; or (2) identified as Network Upgrades through the System Impact Studies for higher queued Interconnection Requests that are not yet in service. Contingent Facilities shall be identified from this list as those facilities that meet the following criteria:

   a. Power Transfer Distribution Factor or Outage Transfer Distribution Factor ≥ 5% and;

   b. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 5 MW, and;

   c. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 1% of the Facility Rating.

ii. All Network Upgrades identified in the Final System Impact Study for a given Interconnection Request pursuant to Section 7.3.3.3 of this GIP.

iii. Coordination with applicable Affected System parties to determine what Contingent Facilities have been identified through Affected System studies based on their respective criteria.

The Contingent Facilities identified for a given Interconnection Request are the total of all facilities identified through each of the foregoing three methods as well as all JTIQ Upgrades included in a JTIQ Portfolio that meet one of these foregoing methods, for which the Interconnection Customer has been designated for inclusion in the JTIQ

Participation Group. Transmission Provider shall provide an initial list of Contingent Facilities at the start of the Interconnection Customer Decision Point II, which list shall include facilities identified in the Revised System Impact Study performed pursuant to Section 7.3.2.3, and the final list of Contingent Facilities shall be documented in Appendix A of the Generator Interconnection Agreement for such Interconnection Request. The estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility shall be provided in Appendix A of the Generator Interconnection Agreement for such Interconnection Request when this information is readily available and not commercially sensitive.

3.9 Expedited Resource Addition Study.

3.9.1 Requirements for Expedited Resource Addition Study.

A request for processing through the Expedited Resource Addition Study made by an Interconnection Customer must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

1. The Interconnection Request shall be accompanied by a written verification from the RERRA (or its documented representative) where the load to be served by the Generating Facility is located, subject to the procedures or methods the RERRA requires, that either:

    i. the new, incremental load addition claimed by the Interconnection Customer is valid and not otherwise included in a resource plan or other process under the RERRA's purview.

        a. The RERRA (or its documented representative) may provide such written verification in conjunction with another state or municipal agency or official (e.g. economic development authority or governor's office) to

verify the new, incremental load addition above.

or

ii. the Generating Facility proposed by the Interconnection Customer will address a resource adequacy deficiency as determined by the RERRA, State, Load Serving Entity, or Interconnection Customer. The determination can be supported by:

a. A state energy forecast, or other forward-looking forecast;
b. Commencement of a state proceeding;
c. Review of a RERRA, LSE, or other state resource plan or document, which may include, but is not limited to: integrated resource plans, procurement plans, or other plan or study types;
d. Response to a Request for Proposals (RFP); or
e. Other process, or delegation of authority, as determined by the RERRA or RERRA regulations (including in retail choice states).

or

iii. If an Interconnection Customer's new Generating Facility will address a resource adequacy deficiency and will either:

(1) serve retail choice load located in a state that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather-adjusted retail sales;

or

(2) serve load in a retail choice state and will be located in a retail choice state other than one that limits the amount of load that can select retail choice to a percentage of the electric utility's average

weather adjusted retail sales,

then the Interconnection Customer will indicate the specific load on the Interconnection Request in Section 4.s of Appendix 1 and provide the evidence of determination in (ii) above, but will not be required to include a written verification from a RERRA as described in section 3.9.1(i) or (ii). The Transmission Provider shall notify the respective RERRA that an Interconnection Request for a new Generating Facility has been submitted requesting processing through the Expedited Resource Addition Study process and transmit a copy of the Interconnection Request to the respective RERRA. The RERRA shall have 10 Business Days from the date of the Transmission Provider's notification and the simultaneous transmittal of the copy of the Interconnection Request to notify the Transmission Provider that the Interconnection Request should not be considered in the ERAS process. If no such notice is received at the end of 10 Business Days or if the RERRA notifies the Transmission Provider of its non-opposition prior to the end of the 10 Business Days, the Interconnection Request shall be studied through the Expedited Resource Addition Study process provided it meets the requirements listed in Section 3.3.1 and Section 3.9.2.

A RERRA's written verification is not intended to constitute or provide evidence of any final determination of need or suitability of the project for any purpose by the issuing entity beyond requesting that the Transmission Provider apply the ERAS process for such project.

and

2. An executed agreement evidencing that the projects submitted for ERAS processing is intended to be used by the entity with the claimed resource adequacy and/or reliability need. Such agreement shall take one of the

following forms:

a. A Load Serving Entity acknowledgement to self-supply;

b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the project for ERAS consideration and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

d. Other agreement between the entity submitting the Interconnection Request, including the RERRA verification letter as appropriate, and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the ERAS project will be used to meet an identified resource adequacy deficiency.

No changes shall be made to the ERAS Interconnection Request after submission.

3.9.2 Evaluation Process for Expedited Resource Addition Study.

The Transmission Provider will evaluate Expedited Resource Addition Study requests in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum number of the ERAS Interconnection Requests studied in the ERAS process to no more than 68 projects total until the sunset date noted in Section 3.9.9. The Transmission Provider has carved out a maximum of 8 Interconnection Requests of the total 68

Interconnection Requests that may be submitted in accordance with 3.9.1.1(iii) to serve retail choice load and 10 Interconnection Requests of the total 68 Interconnection Requests that may be submitted by Independent Power Producers (IPPs) with agreements with entities other than Load Serving Entities to ERAS until the sunset date noted in Section 3.9.9. The remaining 50 Interconnection Requests of the total 68 Interconnection Requests may be submitted by IPPs or Load Serving Entities (LSEs) to serve non-retail choice load.

Interconnection Requests submitted by IPPs with agreements with entities other than LSEs to ERAS will be counted first towards the 10 Interconnection Requests cap of the total 68 Interconnection Requests before the 50 Interconnection Requests to serve non-retail choice load. After the 10 Interconnection Requests submitted by IPPs with agreements with entities other than LSEs are accepted by the Transmission Provider, any subsequent Interconnection Request submitted by IPPs will count toward the remaining 50 Interconnection Requests to serve non-retail choice load.

The Transmission Provider will limit the maximum size of each ERAS Quarterly Study Period to no more than 15 Interconnection Requests. If more than 15 Interconnection Requests are submitted for one ERAS Quarterly Study Period, those surpassing the limit will be studied in a subsequent ERAS study cycle in the order in which they were submitted. If an ERAS Interconnection Request is within a similar geographical area or impacts the same constraint as another ERAS Interconnection Request within the same ERAS Quarterly Study Period, as defined in the Generator Interconnection Business Process Manuals, then the later submitted request(s) will be studied in a subsequent ERAS study cycle.

An Interconnection Request that does not meet the requirements of ERAS per Section 3.9.1 will be notified by the Transmission Provider and automatically moved to the standard Definitive Planning Phase queue unless the customer chooses to opt out by notifying Transmission Provider. If deemed ineligible for

the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Customer submitting an Interconnection Request to a standard Definitive Planning Phase queue may also submit a request for ERAS for evaluation. If the request meets the requirements for ERAS processing set forth in Section 3.9.1, the Interconnection Request seeking processing through the standard Definitive Planning Phase queue must be withdrawn from the Definitive Planning Phase queue prior to ERAS kickoff. Upon withdrawing from the Definitive Planning Phase queue, the project will forfeit its Non-Refundable Deposit D1 and will be subject to penalties per Sections 7.6.2.1.1 and 7.8.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ERAS if they meet the requirements for ERAS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the ERAS requirements in Section 3.9.1. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to ERAS after a period of one year from the withdrawal date.

3.9.3 The Study.

The Interconnection Study for ERAS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study ERAS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each

Interconnection Request individually in a serial fashion based on their submission date per ERAS Quarterly Study Period. The study will result in a Final System Impact Study and any associated Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

3.9.4 Notice to Proceed to EGIA.

Interconnection Customer requesting to be included in ERAS shall inform Transmission Provider of its election to proceed within five (5) Calendar Days after receiving the draft results of the Expedited Resource Additions Study. Interconnection Customer that fails to provide an election to proceed within five (5) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP. EGIA execution shall occur no later than 30 Calendar days after receiving Interconnection Customer's election to proceed.

3.9.5 GIA for Expedited Resource Addition Study Projects (EGIA).

Transmission Provider shall tender a draft *pro forma* EGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for ERAS, within five (5) Business Days after the Customer provides notice to proceed to EGIA negotiations. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft EGIA, the draft EGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the EGIA, the ERAS

Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11. 4 of these GIP.

Transmission Provider shall include in the final EGIA any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final EGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.9.6 Expedited Resource Addition Study Refunds.

3.9.6.1 Refunds of Expedited Resource Addition Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Expedited Resource Addition Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.9.6.2 Refunds of Expedited Resource Addition Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Expedited Resource Addition Study entry milestone (M2) upon withdrawal prior to execution of the EGIA. Interconnection Customers that terminate the EGIA after execution are eligible to receive a refund of the remaining M2 milestone payment.

3.9.6.3 Applicability of Expedited Resource Addition Milestone Payment (M2) to Expedited Generator Interconnection Agreement Initial

Payment.

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Expedited Resource Addition Study milestone to the appropriate Transmission Owner to satisfy the initial payment requirement of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement. The Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event that the Interconnection Customer withdraws and terminates its EGIA after execution of the EGIA by all parties or after EGIA is filed unexecuted the Interconnection Customer will be liable for the Network Upgrades documented in the EGIA and corresponding FCAs or MPFCAs, including those Network Upgrades arising from the Affected System Study process.

3.9.7 Transfer of Ownership of Expedited Resource Addition Study request.

An Interconnection Customer participating in the Expedited Resource Addition Study may transfer its Interconnection Request to another entity only after execution of the EGIA or filing the EGIA unexecuted. The new entity must maintain the eligibility requirements per Sections 3.3.1 and 3.9.1.

3.9.8 Modifications of Expedited Resource Addition Study request.

After entering the Expedited Resource Addition Study as defined in Section 3.9.3, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4. An ERAS Interconnection Request that is deferred to the next available ERAS Quarterly Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the ERAS Quarterly Study Period in which its application is studied. At the completion of the Expedited Resource Addition Study, the Commercial Operation Date and In-Service Date shall be set forth in the EGIA.

3.9.9 Sunset of Expedited Resource Addition Study process.

Following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will terminate the ERAS process at the earlier of the completion of sixty-eight ERAS Interconnection Request studies or December 31, 2027. In the event the Transmission Provider determines the sunset date should be extended, the Transmission Provider shall submit an additional filing to the Commission pursuant to Section 205 of the Federal Power Act seeking such later sunset date. Upon termination of ERAS, the Transmission Provider will no longer accept new ERAS Interconnection Requests. Any ERAS Interconnection Requests accepted but cannot be studied due to the sunset of the ERAS process will automatically move to the standard Definitive Planning Phase queue unless the customer chooses to withdraw. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

3.10 Penalties for Failure to Meet Study Deadlines.

(1) Transmission Provider or Transmission Owner(s), as applicable, shall be subject to a penalty if it fails to complete a Group Study, Interconnection Facilities Study, Affected System Study, or Affected System Network Upgrade facilities study or a restudy of any

of the foregoing by the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or any other agreements filed with the Commission.

(2) For purposes of determining compliance with this Section and the calculation of penalties, the applicable study period is the time to complete the studies identified in Section 3.9(1), not including model review, Interconnection Customer review of draft study reports, and Decision Point as provided in Sections 7.1 through 7.3 of this GIP. Excluding the Interconnection Facilities Study, the study period for all applicable studies shall begin the day after the applicable study's model review period ends, as set forth in Section 7 of this GIP. The study period shall conclude when the draft study report for the applicable study is posted or otherwise transmitted to Interconnection Customers. For Interconnection Facilities Study, the applicable study period shall be ninety (90) Calendar Days, starting when Transmission Provider submits to the applicable Transmission Owner(s) a statement of work and purchase order and ending when the draft study report is transmitted to Interconnection Customers pursuant to Sections 7.3.2.5 and 7.3.3.4.

(3) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for each late Group Study, Group Restudy, or Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from Transmission Provider's interconnection queue before the conclusion of the applicable study in proportion to each Interconnection Customer's final study costs.

(4) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for a late Affected System Study or Affected System Network Upgrade facilities study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study, or Affected System Network Upgrade facilities study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study costs.

(5) For delayed studies performed by a Transmission Owner, or its subcontractor or delegee, the Transmission Provider shall invoice the applicable Transmission Owner(s)

who performed the delayed study for the amount of the penalty calculated in accordance with Section 3.9(6) and (7). within fifteen (15) Business Days after the date that the final study report for the delayed study is posted to OASIS or MISO's public website.
The invoiced Transmission Owner(s) shall remit the invoiced amount to the Transmission Provider not later than forty-five (45) Calendar Days after the date of such invoice. Payment of such funds to the Transmission Provider shall not constitute an admission of liability for the delay or prejudice the ability of the applicable Transmission Owner(s) or Transmission Provider to seek relief from such penalties from the Commission or recover penalty amounts from others as provided in Section 3.9(8) of these GIP. The Transmission Provider shall hold all penalty amounts collected pursuant to this subsection during the pendency of any appeal to the Commission or reassignment proceeding for such penalties authorized by Section 3.9(8) of these GIP or until the deadline for initiating such a proceeding has expired in the event such a proceeding has not been initiated. Thereafter, the Transmission Provider shall distribute to the applicable Interconnection Customer(s) or refund to the paying Transmission Owner(s) all collected funds as required by this Section 3.9 or otherwise ordered by the Commission.
(6) Any study delay penalty shall be distributed by forty-five (45) Calendar Days after the later of: (a) the date that the final Interconnection Facilities Studies report has been posted at the end of Phase III for the applicable study group that experienced a study delay, (b) the conclusion of a proceeding regarding such study delay as provided in Section 3.9(9) of these GIP, or (c) the date MISO receives the full penalty payment(s) from the party(ies) responsible for the delay.
(7) For penalties assessed in accordance with this Section, the penalty amount will be equal to: $1,000 per Business Day for delays of Group Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays of Group Re-Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays late Affected System Study or Affected System Network Upgrade facilities study beyond the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or other agreement filed with the Commission as provided in Section 8 of this GIP; and $2,500 per Business Day for delays of the Interconnection

Facilities Studies beyond the applicable deadline set forth in this GIP.

(8) The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of Study Deposit 2 (D2) received for all of the Interconnection Requests in the Cluster for Group Studies and Group Restudies; (b) one hundred percent (100%) of the Study Deposit 2 (D2) received for the single Interconnection Request in the study for Facilities Studies; and (c) one hundred percent (100%) of the study cost(s) that Transmission Provider collects for conducting the Affected System Study.

(9) Transmission Provider or Transmission Owner(s), as applicable, may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the posting of the final DPP Phase III Final System Impact Study results to OASIS or MISO's public website for the study group that experienced a delayed study. While an appeal to the Commission is pending, Transmission Provider or applicable Transmission Owner(s) shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the Commission's final determination. The Commission may excuse Transmission Provider or applicable Transmission Owner(s) from penalties under this Section for good cause. Transmission Provider or Transmission Owner(s) assessed a penalty under this Section may submit a filing to the Commission under Section 205 of the Federal Power Act to recover costs of any study delay penalty imposed from a party or parties that contributed to the delay.

(10) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the Transmission Provider or applicable Transmission Owner(s) missed the applicable study deadline.

(11) The deadline for a relevant study may be extended thirty (30) Business Days from the original, applicable study deadline if: (a) Transmission Provider or Transmission Owner(s), as applicable, needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an

extension. No penalty shall be assessed to Transmission Provider or applicable Transmission Owner(s) missing the original study deadline if the study deadline is extended pursuant to this subsection.

(12) No penalties shall be assessed until the third Group Study cycle after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(13) Transmission Provider must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, Transmission Provider must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. Transmission Provider must post on its OASIS or its website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. Transmission Provider must maintain the quarterly measures posted on its OASIS or its website for three (3) calendar years with the first required posting to be the third Group Study cycle with an application deadline after July 28, 2025.

3.11 Additional Requirements for Interconnection Requests Seeking ZG Interconnection Service

A request for ZG Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

i. An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Load including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

ii. An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG

Associated Load, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities. Any proposed Generating Facility requesting ZG Interconnection Service must have a Point of Interconnection that is located at the same voltage level of the same interconnection substation as the Point(s) of Withdrawal for the ZG Associated Load it will serve.

iii. The proposed Generating Facility requesting ZG Interconnection Service must not require the construction of Network Upgrades beyond the substation where the Point of Interconnection is located other than System Protection Facilities.

iv. The Interconnection Request for ZG Interconnection Service must be submitted to the Transmission Provider by the Interconnection Customer at least 180 days prior to the earlier of: (a) the Commercial Operation Date for the Generating Facility seeking ZG Interconnection Service or (b) for a ZG Associated Load not already in service as of the date the Interconnection Service is submitted, the need-by date for such ZG Associated Load. The Interconnection Request for ZG Interconnection Service shall include the expected Commercial Operation Date for the Generating Facility and the need-by date for the ZG Associated Load.

v. The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.

vi. The Interconnection Request for ZG Interconnection Service must include the modeling and other technical data described in the Generator Interconnection Business Practices Manual for the ZG Associated Load to enable the Transmission Provider to model such Load in ZG Interconnection Service studies.

vii. The Interconnection Request for ZG Interconnection Service shall be accompanied by an executed agreement evidencing that the full output of the Generating Facility for which ZG Interconnection Service is sought is intended to be used by the entity(s) with the ZG Associated Load. Such agreement shall take one of the following forms and state an expected term of at least five years to align with MISO's transmission planning horizon as described in Section I.D.1.b.i of Attachment FF to the Tariff:

a. A Load Serving Entity acknowledgement to self-supply its ZG Associated Load;

b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for ZG Interconnection Service and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

d. Other agreement between the entity submitting the Interconnection Request, and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the Generating Facility will be used to provide its full output to the ZG Associated Load; or

e. An acknowledgement by the Interconnection Customer that it is the entity that owns the ZG Associated Load that such entity is both permitted by applicable law and intends to self-supply its ZG Associated Load through using onsite generation.

ix. An Interconnection Request for ZG Interconnection Service shall not include a request for any other type of Interconnection Service (e.g., ERIS or NRIS). This paragraph shall not be construed to prevent an Interconnection Customer from submitting a separate Interconnection Request for another type of Interconnection Service for the same Generating Facility using the process specified by these Generator Interconnection Procedures for such request type. In the event that an Interconnection Customer obtains another form of Interconnection Service for the same Generating Facility, such service shall be deemed to supersede any previously-granted ZG Interconnection Service upon its effective date.

3.11.1 Requirements for modification of Interconnection Service Requests seeking ZG Interconnection Service

No changes shall be made to an Interconnection Request seeking ZG Interconnection Service after submission except that in the event that the ZG Associated Load designates or changes its proposed Point(s) of Withdrawal subsequent to the Interconnection Customer submitting its Interconnection Request for ZG Interconnection Service such that the ZG Associated Load would not have a Point of Withdrawal at the same substation and voltage level as the Point of Interconnection, the Interconnection Customer shall be required to move its proposed Point of Interconnection to match the substation and voltage level of the Point(s) of Withdrawal as described in Section 4.4 of these GIP. In the event that the POW changes after the Interconnection Customer receives an effective ZGIA, the parties shall amend such ZGIA to align the POI with the new location of the POW and change the Commercial Operation Date to a date no earlier than 180 days after the date the Transmission Provider was notified of such POW change. No delivery of Energy to the ZG Associated Load shall be allowed to occur prior to such revised date without the prior written consent of the Transmission Provider. An Interconnection Customer seeking to make changes other than those authorized by this Section 3.11.1 may withdraw its ZG Interconnection Request and resubmit as a new application with new deposits.

3.11.2 Evaluation Process for ZG Interconnection Service Interconnection Requests

The Transmission Provider will evaluate Interconnection Service requests seeking ZG Interconnection Service in the order in which they are submitted. The evaluation will consist of a ZG Impact Assessment as set forth in Section 3.2.5.2.1 and a ZG Facilities Study as set forth in Section 3.2.5.2.2.

The Transmission Provider will limit the maximum size of each ZG Quarterly Study Period to no more than 10 Interconnection Requests. If more than 10 Interconnection Requests are submitted for one ZG Quarterly Study Period, those

surpassing the limit will be studied in a subsequent ZG Quarterly Study Period in the order in which they were submitted.

The Transmission Provider shall use Reasonable Efforts to complete the ZG Impact Analysis and for all Interconnection Requests included in a ZG Quarterly Study Period and share results with the applicable Interconnection Customer within ninety (90) Calendar Days of the date that the Transmission Provider commences the applicable ZG Quarterly Study Period. Transmission Provider shall use Reasonable Efforts to complete each portion of the ZG Facilities Study within ninety (90) Calendar Days of the date such portion commences.

Transmission Provider shall include in the final study report for the ZG Impact Analysis any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ZG interconnection Service process if they meet the requirements for ZG Interconnection Service. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the requirements for an Interconnection Request for ZG Interconnection Service set forth in Section 3.11. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection Request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to the ZG Interconnection Service study process after a period of one year from the withdrawal date.

3.11.3 ZG Interconnection Service - Notice to Proceed

Interconnection Customer requesting ZG Interconnection Service shall inform Transmission Provider within five (5) Business Days after having received results of the ZG Impact Analysis of its election to proceed and Transmission Provider will complete the ZG Facilities Study and then tender a draft ZG Interconnection Agreement. If the Interconnection Customer fails to provide a notice of its election to proceed within five (5) Business Days after having received the results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

3.11.4 ZGIA for ZG Generating Facility

Transmission Provider shall tender a draft *pro forma* ZGIA or ZGIAs or, if deemed appropriate, an amended ZGIA or ZGIAs that conforms to the *pro forma* ZGIA in effect at the time, within five (5) Business Days after the Interconnection Customer communicates its election to proceed with ZG Interconnection Service, and complete any unfinished portion of the Facilities Study and tender the results to Interconnection Customer within the timeframe specified in Section 3.11.2 of these GIP.

3.12 Large Load Addition Resource Study

3.12.1 Pre-Submission Coordination Process

The LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

Prior to the applicable Transmission Owner submitting a LARS Application, the potential LARS Interconnection Customer and the Transmission Owner shall

meet and agree on a definitive Point of Interconnection for the LARS Generating Facility. The potential LARS Interconnection Customer shall notify the Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect forty-five (45) Calendar Days prior to LARS Application deadline to request a meeting on the Point of Interconnection. The Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect shall meet with the LARS Interconnection Customer and any other impacted parties deemed necessary to determine a definitive Point of Interconnection within ten (10) Business Days after receiving a request for such meeting and promptly identify any information needed from Interconnection Customer to enable the Transmission Owner to agree on a definitive Point of Interconnection.

The Transmission Owner will have a minimum of fifteen (15) Business Days to provide an attestation and approve a valid Point of Interconnection. The Transmission Owner and LARS Interconnection Customer shall jointly agree upon a feasible Point of Interconnection no later than ten (10) Business Days prior to the next LARS Application deadline as published on the MISO public website. An Interconnection Request seeking LARS Interconnection Service must include an attestation that the Transmission Owner and LARS Interconnection Customer have agreed upon the Point of Interconnection for the Generating Facility for which LARS processing is sought.

3.12.2 Requirements for Large Load Addition Resource Study

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment FF and Attachment X to the Tariff as well as the requirements set forth below.

A LARS Application for processing through the Large Load Addition Resource

Study must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

i. The Interconnection Request shall be accompanied by an agreement executed by the Interconnection Customer and either the LARS Associated Transmission Customer or the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility for which LARS processing is sought shall be used to provide energy to the LARS Associated Load. Such agreement shall take one of the following forms and state a minimum term of at least five (5) years to align with MISO's transmission planning horizon as described in Section I.D.1.b.ii of Attachment FF to the Tariff:

a. A power purchase agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for LARS processing and the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

b. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

c. For Load Serving Entities (or an Alternative Retail Electric Supplier or equivalent in a retail choice state), evidence of other types of agreements that provide that the generation is intended to serve the LARS Associated Load customer. These agreements include, but are not limited to, a special contract, a large load tariff agreement, or retail service agreement.

ii. The Interconnection Request shall include as an attachment documentation demonstrating that electromagnetic transient (EMT) modeling requirements have been met for inverter-based resource (IBR) generation as specified in

MISO Business Practices Manual.

iii. The Interconnection Request must demonstrate 100% site control of the POI at the time of the LARS Application submission. The demonstration of 100% site control must include: 100% generator and Interconnection Customer Interconnection Facility (ICIF) site control, which must be attached to the LARS Application.

iv. The Interconnection Request shall include a one-line diagram showing the Generating Facility(ies) and associated electrical equipment with appropriate rating and impedance information.

v. The Interconnection Request shall include a detailed power flow model for the proposed Generating Facility that includes the Point of Interconnection for the Interconnection Request and any proposed system protection facilities. Such model must be submitted in a format specified by the Generator Interconnection Business Practices Manual and align with the data provided in the Interconnection Request, including the one-line diagram required in Section 3.12.2.iv of these GIP.

vi. An Interconnection Request seeking LARS processing shall request NRIS Interconnection Service in an amount that is both: (1) not less than 200 MW, and (2) not more than 150% of the peak Demand of the LARS Associated Load.

vii. The Interconnection Request seeking LARS processing shall specify a Commercial Operation Date for the Generating Facility and a date by which the LARS Associated Load shall commence service for the full amount of transmission service requested in the LARS Application that is not later than three (3) years from the date such Interconnection Request is submitted.

viii. If the Interconnection Customer plans to elect the option to build, then the Interconnection Request seeking LARS processing shall elect the option to build upon submission of the LARS Application and must meet all the option to build requirements identified in Sections 7.3.2.5 and 7.3.3.5 upon submission to Transmission Provider. The Interconnection Customer may not

defer its decision to elect the option to build to later in the process.

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,
2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided that they:
   a. Be located in the same LRZ as the LARS Associated Load,
   b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,
   c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The Interconnection Service for the LARS Associated Load does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically

allowed by state laws and regulations. Interconnection Service granted through LARS does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. LARS Interconnection Customers and LARS Associated Transmission Customers are separately responsible for adhering to all Applicable Laws and Regulations.

The requirements of Section 3.3.3 apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

3.12.3 Evaluation Process for Large Load Addition Resource Study Interconnection Request.

The Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Request included in an active Definitive Planning Phase that

has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to LARS if they meet the requirements for LARS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the LARS requirements in Section 3.12.2. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to LARS after a period of one year from the withdrawal date.

3.12.4 The Study.

The Interconnection Study for LARS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study LARS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each Interconnection Request, including the LARS Associated Load, individually in a serial fashion based on their submission date per LARS Study Period. The LARS interconnection study will result in a Final LARS System Impact Study and any associated LARS Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final LARS study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

Mitigations developed to address violations observed in only the transmission studies shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address common violations observed in both the transmission study and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

3.12.5 Notice to Proceed to LLGIA.

Interconnection Customer requesting to be included in LARS shall inform Transmission Provider of its election to proceed within five (5) Business Days after receiving the draft results of the Large Load Resource Additions Study. An Interconnection Customer's failure to provide an election to proceed within five (5) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.12.6 GIA for Large Load Addition Resource Study Projects (LLGIA).

Transmission Provider shall tender a draft *pro forma* LLGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for LARS, no later than 90 Calendar Days after the date LARS studies commence for such Interconnection Request with a confirmed Notice to Proceed. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft LLGIA, the draft LLGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the LLGIA, the LARS Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11.4 of these GIP.

Transmission Provider shall include in the final LLGIA any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final LLGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.12.7 Large Load Addition Resource Study Refunds.

3.12.7.1 Refunds of Large Load Addition Resource Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.12.7.2 Refunds of Large Load Addition Resource Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Large Load Addition Resource Study entry milestone (M2) upon withdrawal prior to execution or unexecuted filing of the final LLGIA. Interconnection Customers that terminate the LLGIA after execution or unexecuted filing are eligible to receive a refund of the remaining M2 milestone payment.

3.12.7.3 Applicability of Large Load Addition Resource Study Milestone Payment (M2) to Large Load Generator Interconnection Agreement Initial Payment.

In the event the Interconnection Customer has elected to make its

milestones in the form of cash, Transmission Provider will transfer the Large Load Addition Resource Study milestone to the appropriate Transmission Owner to satisfy the initial payment requirement of the Large Load Generator Interconnection Agreement, TCA or other applicable service agreement within the timeline specified in the Appendix B of the LLGIA. Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the LLGIA or other applicable construction agreements. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

3.12.7.4 Termination of LLGIA and/or Withdrawal of Large Load.

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load may go through MTEP and during that transition may be subject to similar limitations if the load's Service Commencement Date is prior to the date LARS Generating Facility

commences commercial operation.

In the event that the LARS Associated Load is withdrawn from LARS or ceases use of the Transmission Service granted through LARS within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, then operations of the Generating Facility shall be subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") for a one year period until termination as set forth in Article 2.3.1 of the Attachment X Appendix 6. An Interconnection Customer that desires to continue injections shall be required to obtain Interconnection Service through the DPP as described in Attachment X. The LLGIA will be terminated after the period specified in Article 2.3.1. Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS

Associated Load is withdrawn, the load may go through the applicable MTEP study process.

3.12.8 Transfer of Ownership of Large Load Addition Resource Study Interconnection Request.

An Interconnection Customer or LARS Associated Load Customer participating in the Large Load Addition Resource Study may not transfer its Interconnection Request to another entity.

3.12.9 Modifications of Large Load Addition Resource Study Request.

After submission of the LARS Application, no modification to the Interconnection Request or any of its parameters, including any information provided by the Transmission Owner such as the agreed-upon Point of Interconnection, is permitted under Section 4.4 or otherwise prior to the execution or unexecuted filing of the final LLGIA. Any modification made by the Interconnection Customer, LARS Associated Transmission Customer, or Transmission Owner prior to the execution or unexecuted filing of the final LLGIA shall cause the LARS Interconnection Request to be deemed withdrawn.

After entering the Large Load Addition Resource Study as defined in Section 3.12.4, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4 except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied. At the completion of the Large Load Addition Resource Study, the Commercial Operation Date and Service Commencement Date for the LARS Associated Load shall be set forth

in the LLGIA.

Consistent with Article 2.3.1 of the LLGIA, once that LLGIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the specified Commercial Operation Date set forth in the LLGIA, such specified Commercial Operation Date as set forth in the LLGIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the LLGIA if the Generating Facility has still failed to reach Commercial Operation.

SECTION 4. QUEUE POSITION.

4.1 General.

Transmission Provider shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.3 of this GIP. All Interconnection Requests submitted and validated in a single Group Study shall be considered equally queued. Transmission Provider shall assign a Queue Position based upon the initial date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information or materials included with the application form, and Interconnection Customer or MHVDC Connection Customer provides such information in accordance with Section 3.3.1, then Transmission Provider shall assign Interconnection Customer or MHVDC Connection Customer a Queue Position based on the initial date and time of receipt of the Interconnection Request. Moving a Point of Interconnection or Point of Connection shall result in a reassignment of the Queue Position except as otherwise noted in Section 4.4.

The Definitive Planning Phase Queue Position will be established based upon the date and time Interconnection Customer or MHVDC Connection Customer initially submits

its Interconnection Request provided that Interconnection Customer subsequently satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase and the Interconnection Request is accepted as valid by the Transmission Provider. The Definitive Planning Phase Queue Position will also be used for the determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request, except for Group Studies. The determination of cost responsibility for common facilities necessary to accommodate two or more Interconnection Requests participating in a Group Study may depend on factors other than the Definitive Planning Phase Queue Position. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Transmission Provider may perform an Interconnection Study out of queue order at any time to the extent warranted by Good Utility Practice based upon: 1) the electrical remoteness of the Generating Facility or MHVDC Transmission Line or 2) the request of Interconnection Customer or MHVDC Connection Customer, if Transmission Provider concurs with the request and has the resources to do the study provided Interconnection Customer or MHVDC Connection Customer accepts the financial risk that study resources may be reassigned, that its Interconnection Request is subject to review and restudy in queue order, and that its GIA or TCA may be amended to reflect a reassignment of upgrades as Interconnection Studies of higher queued Interconnection Requests are completed. Interconnection Customer or MHVDC Connection Customer may request the Transmission Provider's concurrence 1) in connection with a resource solicitation process, 2) when Interconnection Customer or MHVDC Connection Customer proposes to replace equipment due to catastrophic failure and such replacement is determined to be Qualified Change, and 3) for other reasons specific to Interconnection Customer or MHVDC Connection Customer.

4.1.1 Limitation on queue study cycle size

4.1.1.1 The Transmission Provider will determine the maximum size of each Definitive Planning Phase study cycle (in MW) on a study region basis. The limit will be based on fifty-percent (50%) of the subregional non-coincident peak load in the summer peak study model. Projects with approved exemptions as noted in Sections 4.1.2.1 through 4.1.2.3 shall have priority in each Definitive Planning Phase study cycle limit.

The Transmission Provider shall post the MW value determined for a study group in accordance with this Section on the Transmission Provider's website at least ten (10) Business Days prior to the application deadline of that Definitive Planning study cycle.

4.1.1.2 The Interconnection Request shall be included in the Definitive Planning Phase study cycle based on the earliest date and time of submission of Interconnection Requests until the maximum MW cap for the applicable study region is met. Five (5) Business Days after the applicable maximum MW limit has been met, the Transmission Provider shall post the initial list of Interconnection Requests included in the study group for the upcoming study cycle on Transmission Provider's website.

4.1.1.3 No later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle, the Transmission Provider shall replace any Interconnection Requests that have been withdrawn from such Definitive Planning Phase study cycle after any applicable cure period with Interconnection Requests previously submitted but determined to exceed the maximum Definitive Planning Phase study cycle limit for that study region determined pursuant to section 4.1.1.1 of this GIP. The Transmission Provider shall select Interconnection Requests to replace withdrawn Interconnection Requests in the same study region based on the earliest date and time stamp of such

Interconnection Requests until the maximum MW cap is met. The Transmission Provider shall notify such Interconnection Customers that their Interconnection Requests will be included in the study group no later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle.

4.1.1.4 Projects that have submitted a complete application and required deposits and milestone payments that were not included in a given DPP study cycle will maintain their position, as long as the application remains valid, to enter the next available study cycle.

4.1.1.5 Upon conclusion of the third DPP study cycle following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will conduct a review of the effectiveness of the limitation on queue study cycle size with stakeholders and determine whether to terminate or modify the queue size limitation. In the event the Transmission Provider determines not to file modifications or a termination of the queue size limitation, the Transmission Provider shall submit an informational report to the Commission describing the results of this review upon completion of the stakeholder process.

4.1.2 A valid Interconnection Request submitted for a DPP study cycle to which the provisions of Section 4.1.1 of this GIP apply, shall be included in such study cycle up to, but not to exceed, the limit, if the Transmission Provider receives documentation included with Interconnection Request demonstrating that one of the following exemptions applies to such Interconnection Request:

4.1.2.1 The Interconnection Request seeks to convert ERIS service previously granted to an Existing Generating Facility to NRIS for the same Existing

Generating Facility without requesting any additional increase in the service levels.

4.1.2.2 The Interconnection Request seeks to add incremental new service to a Replacement Generating Facility that has an effective GIA.

4.1.2.3 The Interconnection Request is for a Generating Facility that has completed the requirements of this GIP, including the requirements of Section 7.9.1, to request a Provisional Generator Interconnection Agreement (PGIA). In the event that an Interconnection Customer or MHVDC Connection Customer withdraws its requested PGIA after the thirty (30) Calendar Day timeline as noted in Section 4.1.1.3, then the Interconnection Request associated with that requested PGIA shall be withdrawn. The Interconnection Request shall also forfeit milestones in accordance with Section 7.9.3**.**

Transmission Provider may include the types of documentation required to demonstrate that one of the foregoing exemptions applies in the Generator Interconnection Business Practices Manual.

4.2 Group Study Organization of Interconnection Studies.

Interconnection System Impact Studies shall, and Interconnection Facilities Studies may, be performed in a Group Study format, whenever applicable, in the Definitive Planning Phase, except when a particular Interconnection Request is sufficiently electrically remote from others that it cannot reasonably be grouped with other Interconnection Requests or where the Interconnection Request is not for a new Generating Facility or additional Interconnection Service. Interconnection Requests for both ER Interconnection Service and NR Interconnection Service may be part of a Group Study at the option of Transmission Provider. An Interconnection Request's inclusion in a Group Study will not relieve Transmission Provider from meeting the timelines provided in the

GIP.

Grouping shall be implemented on the basis of electrical proximity. Transmission Provider may elect to perform Group Studies: (i) in connection with a resource solicitation process with the concurrence of Transmission Provider; (ii) when a coordinated study with an Affected System Operator will be performed that involve Interconnection Requests in the generator interconnection queue of Transmission Provider and of the Affected System Operator; (iii) to identify Common Use Upgrades; or (iv) at the request of a group of affected Interconnection Customers or MHVDC Connection Customers. In all instances in which Transmission Provider elects to use subgroups in the Group Study process, Transmission Provider must publish the criteria used to define and determine subgroups on its OASIS or public website.

If item (i) above applies and Transmission Owner concurs, the solicitor must (a) be authorized by Interconnection Customers participating in the solicitation to act as the agent for all the Interconnection Requests submitted by Interconnection Customers, (b) maintain valid Interconnection Requests, (c) submit all Interconnection Requests at the same time, (d) submit a reasonable number of study portfolios (*i.e.*, a mixture of projects meeting the requirements of the solicitation that are studied in parallel), and (e) select one portfolio prior to the start of the Interconnection Facilities Study.

Interconnection Requests included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position in the process. Interconnection Requests for projects that are not included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position outside the process in accordance with the provision of the GIP, and such studies may not be delayed as a result of the resource solicitation process. An Interconnection Customer may request that its Interconnection Request be included in a Group Study related to a resource solicitation process without

having to abandon the existing Definitive Planning Phase Queue Position for such Interconnection Request. Once the solicitor rejects a project in the resource solicitation process, the Interconnection Request associated with the rejected project loses the Definitive Planning Phase Queue Position it held as part of the resource solicitation process. An Interconnection Customer that participates in a Group Study related to a resource solicitation process may at any time for the same project submit a separate Interconnection Request that is not included in the Group Study, provided, however, that Interconnection Customer shall be responsible for all Interconnection Study costs associated with its non-solicitation-related Interconnection Request in addition to any costs associated with Interconnection Customer's bid into the resource solicitation. When the solicitor selects a project in the resource solicitation process, Interconnection Customer may no longer maintain more than one Definitive Planning Phase Queue Position for the selected project. Interconnection System Impact Studies performed as Group Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

4.2.1 Cost Allocation for Interconnection Facilities and Network Upgrades.

(1) For Network Upgrades identified in Group Studies, Transmission Provider shall calculate each Interconnection Customer's share of the costs as follows:

(a) Substation Network Upgrades, including all switching stations, shall be allocated first per capita to Interconnection Facilities interconnecting to the substation at the same voltage level, and then per capita to each Generating Facility sharing the Interconnection Facility interconnecting at the same substation.

(b) Network Upgrades other than Substation Network Upgrades, as described in section 4.2.1.(1).(a) shall be allocated based on the proportional impact of each individual Generating Facility in the Group Study on the need for a specific Network Upgrade. This proportional

allocation methodology will apply, but is not limited to, the following categories: (i) thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015; or (2) non-thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015.

(c) An Interconnection Customer that funds Network Upgrades shall be entitled to transmission credits to the extent provided in Article 11.4 of the GIA.

(2) The costs of any needed Interconnection Facilities identified in the Group Study will be directly assigned to the Interconnection Customer(s) using such facilities. Where Interconnection Customers in the Group agree to share Interconnection Facilities, the cost of such Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing use of such Interconnection Facilities on an equal basis (i.e., on a per Generating Facility basis), unless Parties mutually agree to a different cost sharing arrangement.

(3) The shared costs of Group Studies shall be allocated among the Interconnection Customers in the applicable Study Group: 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a per capita basis, and 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a pro rata basis by MW.

4.3 Transferability of Queue Position.

An Interconnection Customer or MHVDC Connection Customer may transfer either of its queue positions to another entity only if such entity acquires the specific Generating Facility or MHVDC Transmission Line identified in the Interconnection Request and the Point of Interconnection or Point of Connection does not change.

4.4 Modifications.

Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider modifications to any information provided in the Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Interconnection Customer or MHVDC Connection Customer shall retain its Queue Position if the modifications proposed by Interconnection Customer or MHVDC Connection Customer are in accordance with Sections 4.4.1 or 4.4.4. Notwithstanding any modifications to information provided in the Interconnection Request, the applicable timing requirements of Section 7.2 to return study agreements and obligation to provide study deposits will not change.

Notwithstanding the above, during the course and prior to the completion of the Interconnection Studies, Interconnection Customer or MHVDC Connection Customer, Transmission Owner or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. If the Interconnection Customer is requesting to share Interconnection Customer Interconnection Facilities as part of the proposed change, the Interconnection Customer shall submit a consent agreement that meets the requirements of Section 3.3.1.4 along with the identification of changes to the planned interconnection. To the extent the identified changes are acceptable to Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer, such acceptance not to be unreasonably withheld; Transmission Provider shall modify the Point of Interconnection or Point of Connection and/or configuration in accordance with such changes and proceed with any required Interconnection Studies. Changes to the Point of Interconnection or Point of Connection requested by Interconnection Customer or MHVDC Connection Customer after the kick off of Definitive Planning Phase I, except as described in this paragraph, will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1, and a new Definitive Planning Phase Queue Position assigned based on the date and time of submission of

such modification in accordance with the procedures in Section 4.1. For Interconnection Requests seeking ZG Interconnection Service, in the event that the ZG Associated Load specifies a location for its Point(s) of Withdrawal that is different from the Point(s) of Withdrawal identified in the Interconnection Request such that the Load would no longer have a Point of Withdrawal located at the same voltage level at the same substation as the Point of Interconnection, Interconnection Customer shall notify the Transmission Provider of such change prior to it taking effect and revise the Point of Interconnection of the Generating Facility to be identical to one of the Points of Withdrawal. The request shall describe the planned change and include all data and analysis that Interconnection Customer wants the Transmission Provider to consider in determining whether the change results in material adverse impacts. Such a requested change will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1 and restudied to determine whether such change has a material adverse impact on the Transmission System, Affected Systems, or on the cost or timing of any other Interconnection Request. If such restudy indicates one or more material adverse impacts, Interconnection Customer will be assigned a new Queue position based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. If such change occurs after the applicable ZGIA has become effective, the parties to such ZGIA shall be required to amend the ZGIA to reflect the results of such restudy and associated costs within sixty (60) Calendar Days after the date that the Transmission Provider completes such restudy, or elect to terminate such ZGIA.

4.4.1 During the Definitive Planning Phase and prior to the issuance of draft GIA, the modifications permitted shall include: (a) a change in the technical parameters associated with the Generating Facility or MHVDC Connection Customer technology other than a Permissible Technological Advancement; (b) a change to the Point of Interconnection or Point of Connection permitted under Section 4.4; and (c) a Permissible Technological Advancement for the Generating Facility or MHVDC Connection Customer. For such permitted modification proposed by Interconnection Customer or MHVDC Connection Customer pursuant to 4.4.1(a)

or 4.4.1(b), Interconnection Customer or MHVDC Connection Customer shall submit a detailed analysis demonstrating why they believe the change is not a Material Modification. Transmission Provider must review such analysis and will determine, in its discretion, if the proposed modification is a Material Modification. In the absence of such analysis, the modification shall be deemed a Material Modification. Section 4.4.1.1 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.1(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.1.1 Technological Change Procedure.

For permitted modification proposed by Interconnection Customer or MHVDC Connection Customer, Interconnection Customer or MHVDC Connection Customer shall submit a technological advancement request demonstrating that the proposed change is a Permissible Technological Advancement or submitting a detailed analysis to demonstrate that the proposed change is not a Material Modification. Such request shall include a description of the proposed change together with updated modeling data (power flow and stability), updated technical data as outlined in Attachment A of Appendix 1 of this GIP and a study deposit of $10,000.00. The detailed analysis to demonstrate that the proposed change is not a Material Modification shall include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses unless the Transmission Provider deems one or more of these not necessary based on the nature of the change requested. For a Generating Facility that includes at least one electric storage resource, and for which Transmission Provider approves operating assumptions pursuant to Section 3.1, Transmission Provider shall perform the detailed analysis using operating assumptions pursuant to Section 3.1. The following criteria will be used to determine whether the proposed change is a Material Modification:

a. Any change in expected output of the Generating Facility that is higher than what was studied in the interconnection process unless a control equipment is employed to limit the injection at the POI to the level of Interconnection Service originally requested;

b. An increase in short circuit current that degrades transmission system reliability;

c Angular stability performance and dynamic response that degrades transmission system reliability;

d. Violation of steady-state thermal or voltage limits caused by the planned change utilizing the same criteria consistent with the Interconnection System Impact Study.

Within 30 calendar days of receipt of a technological advancement request containing the information and security deposit required by Section 4.4.1.1, the Transmission Provider shall review such request and supporting documentation to determine if the proposed change is a Permissible Technological Advancement or otherwise not a Material Modification and communicate the results together with a written explanation to the Interconnection Customer of the Transmission Provider's determination. In the event that the Transmission Provider determines that the proposed change is a Material Modification, the Interconnection Customer or MHVDC Connection Customer shall have the option of: (i) withdrawing such technological advancement request and retaining its current queue position; or (ii) resubmitting its proposed Generating Facility as a new Interconnection Request.

4.4.2 After entering the Definitive Planning Phase as defined in Section 7.2, any modifications to the type of Interconnection Service selected by Interconnection Customer in the Interconnection Request, other than a change from NR

Interconnection Service to ER Interconnection Service pursuant to Section 3.2 of this GIP, shall be deemed a Material Modification.

4.4.3 After entering the Definitive Planning Phase as defined in Section 7.2, any modification to the size of the Interconnection Request, other than as allowed in Section 4.4.5, Section 7.3.1.4, or Section 7.3.2.4 of this GIP, shall be deemed a Material Modification.

4.4.4 After entering the Definitive Planning Phase as defined in Section 7.2, any extension by Interconnection Customer or MHVDC Connection Customer to the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line in the original Interconnection Request shall be deemed a Material Modification except that the Transmission Provider will not unreasonably withhold approval of an Interconnection Customer's or MHVDC Connection Customer's proposed change in the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line if that change is the result of either (a) a change in milestones by another party to the GIA or TCA, (b) a change in a higher queued Interconnection Request, (c) delays in the completion of the Definitive Planning Phase Studies, or (d) Interconnection Customer demonstrates that engineering, permitting and construction of the Generating Facility will take longer than the process window for the Transmission Provider's Definitive Planning Phase period. Where such exceptions apply, extensions to the Commercial Operation Date or In-Service Date shall not exceed three years beyond the original Commercial Operation Date or In-Service Date in the Interconnection Request. A change to either of these dates that exceeds three years from the date in the original Interconnection Request is a Material Modification. At the completion of the Definitive Planning Phase, the specified Commercial Operation Date and In-Service Date shall be set forth in Appendix B of a GIA. Consistent with Article 2.3.1 of the GIA, once that GIA is executed or filed unexecuted, if the Generating Facility fails to reach

Commercial Operation by the specified Commercial Operation Date set forth in the GIA, such specified Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation. Notwithstanding the foregoing, in the limited circumstance that Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary to enable Trial Operation of a Generating Facility has an in-service date that is farther out than the Commercial Operation Date permitted under this Section 4.4.4 or, has an in-service date that does not allow for a one-hundred eighty (180) Calendar Day Trial Operation period, Transmission Provider shall only terminate the GIA for failure to achieve Commercial Operation by a Commercial Operation Date one-hundred eighty (180) Calendar Days after the in-service date of the Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary for Trial Operation.

4.4.4.1 Transmission Owner In-Service Date extension.

Prior to end of GIA negotiation and in the limited circumstance that a Transmission Owner determines it cannot complete Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities specified in the GIA using Reasonable Efforts by the In-Service Date permitted under this Section 4.4.4, the specified In-Service Date may be extended at the Transmission Owner's request for a period up to two (2) consecutive years and specified in the GIA. This provision does not alter Interconnection Customer's Commercial Operation Date requirements of this Section 4.4.4 or other provisions set forth in Appendix 6 of these GIP regarding Commercial Operation Date or In-Service Date. The Interconnection Customer is expected to construct facilities in parallel with the Transmission Owner's construction activities.

4.4.5 After entering the Definitive Planning Phase, any modification to the fuel source designated in the Interconnection Request, other than a modification to reduce the number of fuel source(s) of an Interconnection Request with two or more fuel sources before the kick-off of the Definitive Planning Phase I, shall be deemed a Material Modification.

SECTION 5. PROCEDURES FOR INTERCONNECTION REQUESTS SUBMITTED PRIOR TO EFFECTIVE DATE OF GENERATOR INTERCONNECTION PROCEDURES.

5.1 Queue Position for Pending Requests.

5.1.1 All Interconnection Requests that have entered a Definitive Planning Phase and the Definitive Planning Phase System Impact Study has been completed prior to January 4, 2017 will complete the Definitive Planning Phase pursuant to the approved GIP in effect on January 3, 2017. The August 2015 Definitive Planning Phase cycle shall be completed pursuant to the approved GIP in effect on January 3, 2017.

5.1.2 All Interconnection Requests that have entered a Definitive Planning Phase and the System Impact Study has not been started, or started and not completed, as of January 4, 2017 will be required to conform to Section 7 of this GIP excluding Section 7.2 "Eligibility for the Definitive Planning Phase" and the Site Control provisions found in Section 7.3.2.4 so long as the Interconnection Customer has previously complied with the then existing Section 8.2 "Eligibility for the Definitive Planning Phase." All study deposits will be applied to studies performed under this transition plan and M2 milestone amounts previously paid will satisfy the M2 milestone requirement of Section 7.2. These projects will then

follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.3 All Interconnection Requests that have been received but have not had an M2 milestone calculated as of January 4, 2017, and have not met the requirements of Section 5.1.4, will be required to conform to Section 7 of these GIPs and will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.4 All Interconnection Requests that are in the System Planning and Analysis Phase of the GIPs in effect prior to January 4, 2017 may pay their M2 milestone payment prior to January 4, 2017 and shall be treated pursuant to section 5.1.2. Interconnection Requests that are in the System Planning and Analysis Phase prior to the effective date of these GIPs that have not paid an M2 milestone payment prior to January 4, 2017 shall be treated pursuant to section 5.1.3. Interconnection Requests that are in the System Planning and Analysis Phase may remain in the System Planning and Analysis Phase until 45 Calendar Days prior to the start of the first cycle under these GIPs which begins August 1, 2017. MISO shall deem withdrawn any Interconnection Requests that are in the System Planning and Analysis Phase that have not made their M2 milestone payment at least 45 Calendar Days prior to the start of the first cycle under these GIPs. Notwithstanding the foregoing, any request for HVDC facilities listed as being in the System Planning and Analysis Phase as of June 16, 2017 shall be deemed transferred into the Pre-Queue Phase. Furthermore, any MHVDC projects in the Pre-Queue Phase as of the effective date of the MHCP shall be deemed transferred to the MHCP, as set forth in Section 4 of the MHCP.

5.2 Transition Period.

An Interconnection Customer of a new transmission owning member of Transmission Provider shall transition to the revised GIP within a reasonable period of time not to

exceed ninety (90) Calendar Days from the date when this GIP becomes applicable to that transmission owning member.

5.3 New Transmission Provider.

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by the GIP shall be paid by or refunded to Interconnection Customer, as appropriate. The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft GIA to Interconnection Customer but Interconnection Customer has not either executed the GIA or requested the filing of an unexecuted GIA with FERC, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

5.4 Transition to Revised Scope of DPP Phase I Studies.

With the exception of this provision, the Tariff revisions accepted in Docket Nos. ER18-2049-000 and -001 shall not apply to any queue cycle(s) for which the Definitive Planning Phase Preliminary System Impact Study has started prior to September 19, 2018.

5.5 Transitional Notice Requirements for Generating Facility Replacement.

All requests for Replacement Generating Facility that are submitted to the Transmission Provider within 365 Calendar Days after May 16, 2019 shall have a date of cessation of operation for the Existing Generating Facility that is not earlier than May 16, 2021.

5.6 Transition to Revised Milestone Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to milestone requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41, but shall not be subject to the M2 refund provisions in Section 7.6.2.1 of this GIP. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be subject to M2 refund provisions in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41.

5.7 Transition to Revised Site Control Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to Site Control requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to provide proof of Site Control for the Generation Facility by the end of Interconnection Customer Decision Point II in accordance with the timing requirements established in Section 7.2.2.1. Such Interconnection Requests shall not be required to provide proof of Site Control for the Generating Facility ninety (90) Calendar Days prior to the start of DPP Phase I in accordance with the timing requirements established in Section 7.2.1. For such requests, the proof of Site Control for all applicable Interconnection Customer's Interconnection

Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI shall be due in accordance with the terms of Sections 7.2.2.1 and 7.2.2.2.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 will be subject to the Site Control requirements as set forth in Section 7.2.

5.8 Transition to Self-Fund Deadline Accepted in Docket No. ER20-2632.

For all Network Upgrades and System Protection Facilities that were identified in a Revised System Impact Study that completed prior to November 5, 2020 and for which the Final System Impact Study was not completed as of November 5, 2020, the Transmission Owner shall make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Transmission Owner shall make its election prior to the completion of the Final System Impact Study.

For all Network Upgrades and System Protection Facilities that were identified in a Final System Impact Study that completed prior to November 5, 2020 and for which the negotiation period for the GIA was not completed as of November 5, 2020, the Transmission Owner may make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility prior to the completion of the GIA negotiation period.

5.9 Transition to revised DPP schedule in Docket No. ER22-661.

Interconnection Requests for which Transmission Provider started the DPP Phase III Final System Impact Study before March 15, 2022 will be subject to the Tariff

requirements in effect prior to March 15, 2022. Interconnection Requests for which the DPP Phase III Final System Impact Study has not started as of March 15, 2022 will be subject to the revised Tariff accepted in Docket No. ER22-661.

5.10 Transition to DPP revisions in Docket No. ER24-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 22, 2024 will be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 22, 2024 will not be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____.

5.11 Transition to DPP revisions in Docket No. ER24-2046.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after June 1, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER24-2046 . Except for the requirements in Section 7.3.2.3 and Section 11.2.1, all Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to June 1, 2025 will not be subject to the revised Tariff requirements accepted in Docket No. ER24-2046.

5.12 Transition to JTIQ Process.

Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after the date that the Transmission Provider and SPP's Boards have approved a JTIQ Portfolio shall be subject to the JTIQ process set forth in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) and the JTIQ provisions of these GIP.

5.13 Transition to DPP revisions in Docket No. ER25-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 31, 2025, will be subject to the revised Tariff requirements accepted in Docket No. ER25-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 31, 2025, will not be subject to the revised Tariff requirements accepted in Docket No. ER25-____.

5.14 Transition to ERAS Process.

All requests for the Expedited Resource Addition Study that are submitted to the Transmission Provider after August 6, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER25-___.

5.15 Transition of Legacy Queue Cycle.

Consistent with Docket No. ER26-___, Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request prior to the expiration of Decision Point II shall receive an unconditional, one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2). Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request after the expiration of Decision Point II shall not be subject to a withdrawal penalty if the percent increase in the combined Network Upgrades from Phase II to Phase III is greater than or equal to fifty percent (50%) and more than $15,000 per MW from the revised Interconnection System Impact Study to any Final System Impact Study.

SECTION 6. PRE-QUEUE PHASE.

6.1 Pre-Queue Customer Education

Transmission Provider will be available for consultation with Interconnection Customer to discuss potential Interconnection Requests for Generating Facilities or study and processing of HVDC facilities. Such discussions may include, but are not limited to: (i) general facility loadings; (ii) general instability issues; (iii) general short circuit issues; (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility; (v) general power quality issues including voltage flicker, harmonics; (vi) general reliability issues as may be reasonably required to accomplish the purpose of the meeting; (vii) estimated timing of Interconnection Request proceeding to the Definitive Planning Phase; (viii) estimated in-service date for the request; and (ix) any process related questions.

6.1.1 Publicly Posted Interconnection Information.

Transmission Provider shall maintain and make publicly available:

(1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection in Transmission Provider's footprint under N-1 conditions, and

(2) a table of metrics concerning the estimated impact of a potential Generating Facility on Transmission Provider's Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection.

At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table:

(1) the distribution factor;

(2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor);
(3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating);
(4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project;
(5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility.

These metrics must be calculated based on the power flow model of the Transmission System with the transfer simulated from each point of interconnection to the whole Transmission Provider's footprint (to approximate Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation).

These metrics must be updated within thirty (30) Calendar Days after the completion of each Preliminary or Final System Impact Study, only for the most recent Definitive Planning Phase cycle and excluding earlier cycles.

This information must be publicly posted, without a password or a fee.

The website will define all underlying assumptions, including the name of the most recent System Impact Study or Interconnection Study restudy used in the Base Case.

6.2 Interim Treatment of HVDC Facilities in Pre-Queue Phase: All requests for HVDC facilities deemed transferred into the Pre-Queue Phase pursuant to Section

5.1.4 of this GIP or which otherwise are permitted to enter the Pre-Queue Phase shall not be eligible to proceed to the Definitive Planning Phase until such time as additional procedures for processing such facilities are implemented.

6.3 Small Generating Facility Pre-Application Report.

6.3.1 In addition to the information described in section 6.1, which may be provided in response to an informal request, an Interconnection Customer proposing to interconnect its Small Generating Facility may submit a formal written request form along with a non-refundable fee of $300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 6.3.2 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the $300 fee. Should the Transmission Provider notify the Interconnection Customer that more than twenty (20) Business Days are necessary to provide the pre-application data described in section 6.3.2 below because the information is not readily available to the Transmission Provider, the Interconnection Customer shall notify the Transmission Provider that it desires more complete information and waives the twenty (20) Business Day timeline. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 6.3.1.1 through 6.3.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.3.1.1 Project contact information, including name, address, phone number, and email address.

6.3.1.2 Project location (street address with nearby cross streets and town)

6.3.1.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.3.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.3.1.5 Size (alternating current kW)

6.3.1.6 Single or three phase generator configuration

6.3.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.3.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.3.2 Using the information provided in the pre-application report request form in section 6.3.1, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 6.3.3, the pre-application report will include the

following information:

6.3.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.3.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.3.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.3.2.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.3.2.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.3.2.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.3.2.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.3.2.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as

described in section 14.4.4.1.1 below and absolute minimum load, when available.

6.3.2.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.3.2.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.3.2.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.3.2.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.3.2.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.3.3 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is

available. The provision of information on "available capacity" pursuant to section 6.3.2.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

SECTION 7. DEFINITIVE PLANNING PHASE.

7.1 Purpose of the Definitive Planning Phase.

The Definitive Planning Phase is designed to identify Network Upgrades that will reliably and efficiently integrate the proposed generation, including through Injection Rights requested by MHVDC Connection Customer, into the Transmission Provider's Transmission System. The Definitive Planning Phase will be composed of three distinct phases in which Interconnection System Impact Studies and Interconnection Facilities Studies will be performed.

7.1.1 Screening Analysis Prior to Definitive Planning Phase I.

Transmission Provider will perform an indicative non-binding screening analysis to identify potential thermal and voltage constraints and publish the results of that analysis for Interconnection Customers, MHVDC Connection Customers entering the Definitive Planning Phase and Affected System Operator(s) at least fifteen (15) Calendar Days prior to the kick-off of the Definitive Planning Phase I. The Transmission Provider shall indicate with this screening analysis whether Interconnection Requests in the applicable DPP study group are expected to be included in a JTIQ Participation Group based on available

information. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request before the start of the Definitive Planning Phase I, then the Transmission Provider will refund to Interconnection Customer or the MHVDC Connection Customer 100% of Definitive Planning Phase entry milestone (M2) and any remaining study deposits pursuant to Section 7.6.

7.2 Eligibility for the Definitive Planning Phase.

The Interconnection Request shall enter the Definitive Planning Phase upon the Transmission Provider accepting the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP after the Interconnection Customer or MHVDC Connection Customer has met the requirements of Section 3.3.1. The Definitive Planning Phase will start on a periodic basis, where an Interconnection Customer or MHVDC Connection Customer may elect to enter the next scheduled Definitive Planning Phase.

7.2.1 Requirements for Demonstrating Site Control for Generating Facility and Interconnection Facilities.

Except as otherwise noted in Section 5.7, at the time of the submission of an Interconnection Request, the Interconnection Customer shall submit the following to the Transmission Provider:

(i) Proof of Site Control for the Generating Facility demonstrating that the Interconnection Customer has obtained a right to develop the site, and that such Site Control:

(a) is exclusive to the specific project referenced in the Interconnection Request and the site meets the total resource-specific acreage requirements established in the Generator Interconnection Business Practices Manual; or

(b) either is shared by multiple projects by mutual agreement

or includes less acreage than the standard resource-specific acreage requirements established in the Generator Interconnection Business Practice but is nonetheless sufficient to accommodate the final design of the Generating Facility, and account for any other projects that will utilize all or part of the same site Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared Site Control; or

(c) A financial security in lieu of Site Control and supporting documentation demonstrating regulatory restrictions in accordance with Section 7.2.1.2 of this GIP.

(ii) Reasonable evidence of Site Control, as described in the Generator Interconnection Business Practices Manual, for at least fifty percent (50%) of the mileage of the Generating Facility's or Facilities' Interconnection Facilities, or in lieu of Site Control for the Generating Facility's or Facilities' Interconnection Facilities, additional financial security in the amount of $80,000 per line mile of right-of-way, on a straight line basis. Interconnection Customer's financial security provided in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements or is withdrawn from the queue. The security can be provided in the form of cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator

Interconnection Business Practices manual (BPM). Reasonable evidence of Site Control for one hundred percent (100%) of the mileage of the Generating Facility's Interconnection Facilities for the Expedited Resource Addition Study request must be received at the time the application is submitted. The financial security in lieu of Site Control for the Generating Facility's Interconnection Facilities will not be accepted for an Expedited Resource Addition Study request.

Any advancement or postponement to the DPP Phase I kickoff date made after the application deadline for such cycle shall not alter the deadline for submitting proof of Site Control.

Site Control for a Generating Facility and Interconnection Facility shall be demonstrated in accordance with Section 7.2.1.1 and Section 7.2.1.2 of this GIP.

All documentation establishing proof of Site Control under Sections 7.2.1 of this GIP shall be accompanied by a signed affidavit from an officer or from an agent of the Interconnection Customer stating either that the Interconnection Customer: (1) possesses Site Control in accordance with Section 7.2.1.1 of this GIP; or (2) is subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control pursuant to Section 7.2.1.2 of this GIP. Such affidavit shall adhere to the form specified in Attachment E of Appendix 1 of Attachment X.

Before the kickoff of DPP Phase I, Interconnection Customer may modify up to 100% of the Site Control for the Generating Facility and up to 100% of its Interconnection Customer Interconnection Facilities as provided for in its Interconnection Request if (1) the Interconnection Customer does not

move the POI; (2) the Transmission Owner determines a POI move is necessary to accommodate the Interconnection Request; or (3) the Interconnection Customer can demonstrate, based on sound engineering judgment, that Site Control modification is necessary to optimize the siting of the project.

7.2.1.1 Site Control Demonstration.

In order to demonstrate Site Control for a Generating Facility and Interconnection Facilities, an Interconnection Customer must submit the following:

(i) To demonstrate that an Interconnection Customer has Site Control in accordance with Section 7.2.1(i)(a) and 7.2.1(ii) of this GIP, a Geographic Information System (GIS) site plan map, data files, and documentation that shows the following information: (a) sufficient land to meet the acreage requirements set forth in the Generator Interconnection Business Practices Manual; (b) boundary for the proposed project indicating the boundaries of the Interconnection Customer's leasehold/ownership interests for the site; and (c) the proposed location of each of the following: the Collector Substation, the Point of Interconnection, and the Interconnection Facilities based on the Point of Interconnection.

(ii) To demonstrate that an Interconnection Customer has obtained Site Control in accordance in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer must submit a Geographic Information System (GIS) site plan map, data files, and documentation that meets the requirements specified in Section 7.2.1.1(i)(b) and (c) and show the following additional information:

(a) Sufficient land to accommodate the proposed Generating Facility based on the location and approximate land utilization requirements of proposed electrical devices (*i.e.*, turbine, solar panel, battery storage, inverter), local spacing and setback requirements, and the proposed location of the feeder routes to the Collector Substation; and

(b) In the event that Interconnection Customer elects to share a site with other projects in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer shall include with its Interconnection Request documentation demonstrating that the project referenced in the Interconnection Request is concurrently feasible with the development of any other projects that will share Site Control over all or a portion of the same site. Such proof of concurrent feasibility shall include:

(1) an identification of any other Interconnection Requests or projects that will share all or a portion of the same site; and

(2) identification of the proposed location and space utilization of all projects that will share the site together with any related technical information specified in the Generator Interconnection Business Practices Manual to enable the Transmission Provider to determine that development of the project referenced in the submitted Interconnection Request is not inconsistent with development of any of the other projects that will share all or a portion of the same site.

(3) Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use.

Any GIS site plan map, and data files submitted in accordance with this Section 7.2.1.1 must be consistent with the modeling data submitted with the Interconnection Request.

7.2.1.2 Financial Security in lieu of Site Control.

If the Interconnection Customer is unable to obtain Site Control for its proposed Generating Facility as a result of regulatory restrictions, the Interconnection Customer shall provide a cash deposit in lieu of Site Control. In order to demonstrate regulatory restrictions, Interconnection Customer must submit: (i) a signed affidavit from an officer of the company in accordance with the terms of Section 7.2.1 of this GIP indicating that Site Control is unobtainable due to regulatory requirements as such term is defined by the Transmission Provider; (ii) documentation sufficiently describing and explaining the source of and effects of such regulatory restrictions, including a description of any conditions that must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions. The financial security provided in lieu of Site Control, as cash deposit, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider, shall be $10,000 per MW of new Interconnection Service requested, and at least $500,000 but no more than $2,000,000. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish

additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). In the event that Interconnection Customer needs to submit a financial security in lieu of Site Control as a result of regulatory restrictions, Interconnection Customer must provide proof of Site Control as soon as the Interconnection Customer satisfies the regulatory requirements described in the Interconnection Customer's affidavit and supporting documents. Interconnection Customer's financial security made in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements in accordance with the terms of Sections 7.2.1(i), 7.2.1.1, and 7.2.2 of the GIP or is withdrawn from the queue.

7.2.1.3 Transmission Provider Review of Site Control Sufficiency.
The Transmission Provider shall review the Site Control documentation submitted by Interconnection Customer and determine whether the Interconnection Customer has satisfied the applicable Site Control requirements specified in Section 7.2.1, and 7.2.1.1 or 7.2.1.2 of this GIP, as applicable. Transmission Provider shall evaluate the Site Control documentation using sound engineering judgement and in a non-discriminatory manner. In addition, Transmission Provider shall adhere to any guidelines for such analysis as may be included in the Generator Interconnection Business Practices Manual.

In the event that the Transmission Provider determines that the Interconnection Customer does not demonstrate sufficient Site Control, Transmission Provider shall, consistent with Section 7.2.3(ii) of this GIP, provide a written explanation, including the technical reasons for such determination, to Interconnection Customer no later than sixty (60)

Calendar Days from the Site Control submission deadline. Any such deficiencies shall be processed as set forth in Section 7.2.3(ii) of this GIP.

7.2.2 Continued Site Control for Generating Facilities; Site Control for Interconnection Facilities and Network Upgrades.

7.2.2.1 Timing Requirements.

(i) After the start and prior to the end of Interconnection Customer Decision Point II, Interconnection Customer shall submit proof that Interconnection Customer continues to maintain Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP. Regarding Interconnection Customer's Interconnection Facilities, in addition to the requirements specified in Section 7.2.1.ii of this GIP, the Interconnection Customer will be required to demonstrate fifty (50%) site control for the site on which a switchyard will be located, if requested by the Transmission Provider.

(ii) Prior to conclusion of the Interconnection Customer's GIA execution period, as defined in Section 11 of this GIP, or within 180 days of GIA Effective Date with an approved exception by the Transmission Provider, Interconnection Customer shall submit proof of the following: (a) continued Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP; and (b) 100% Site Control for all Interconnection Customer's Interconnection Facilities (including demonstration of switchyard site control if requested by the Transmission Provider), and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's

Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop.

(iii) To the extent there is any change in the POI as a result of the Interconnection Facilities Study started in DPP Phase II and completed in DPP Phase III, the Transmission Provider shall provide the Interconnection Customer additional time to procure land rights for the new Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. The amount of additional time awarded for this purpose shall be determined on a case-by-case basis and in accordance with Section 4.4 of this GIP.

(iv) After the Interconnection Customer timely satisfies each of the requirements of this Section 7.2.2.1 and execution of the GIA, any changes made to the site layouts and interconnection facility routes shall not be construed as a failure to satisfy the requirements of this Section 7.2.2.1. In the event that the Interconnection Customer makes any modifications to the design of the site layouts or Interconnection Facility routes after execution of this GIA, Interconnection Customer shall: (1) immediately notify the Parties of such changes; and (2) provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or Interconnection Facility routes in accordance with the terms of its GIA.

7.2.2.2 Content Requirements -- Demonstrating Site Control for

Applicable Interconnection Facilities and Network Upgrades.

In order to demonstrate Site Control for the Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI, Interconnection Customer shall submit a site plan map by the deadline specified in Section 7.2.2.1 of this GIP. Such site plan map shall demonstrate land that is sufficient to accommodate 50% of the total land acreage required for the Interconnection Customer's Interconnection Facilities for the proposed Generating Facility (including the total linear miles for the associated lead line required to electrically interconnect the Generating Facility to the Transmission System) and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), 50% of the total land acreage required for the Transmission Owner's Interconnection Facilities and the Network Upgrades at the POI for the proposed Generating Facility.

The Site Plan submitted in accordance with Section 7.2.2 of this GIP shall identify the specific locations within the site for which Site Control is achieved, and those locations for which Site Control is not yet achieved.

To the extent that the Interconnection Customer intends to locate its Interconnection Facilities in a public right of way, Interconnection Customer shall also submit proof of submission of all requisite state and local permits.

Demonstration of Site Control pursuant to this Section 7.2.2.2 shall conform to any technical and documentation requirements as may be specified in the Generator Interconnection Business Practice Manual.

7.2.3. Effect of Deficiencies in Demonstration of Site Control

In the event that the Interconnection Customer fails to timely satisfy any of the requirements of Sections 7.2.1 and 7.2.2 including subsections, as applicable, Interconnection Customer's Interconnection Request shall be deemed withdrawn as set forth below:

(i) If Interconnection Customer fails to submit all of the documentation and information required by the applicable deadline, Interconnection Customer's Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any cure period. Transmission Provider shall provide Interconnection Customer with notice of such withdrawal.

(ii) If Interconnection Customer has timely submitted all information required by an applicable deadline but the Transmission Provider determines after review that such submission does not meet the requirements of this GIP, Interconnection Customer's Interconnection Request shall be deemed withdrawn in accordance with Section 3.6 of this GIP.

7.3 Duration of the Definitive Planning Phase

The Definitive Planning Phase will include the following three phases:

(i) Definitive Planning Phase I

(ii) Definitive Planning Phase II

(iii) Definitive Planning Phase III.

7.3.1 Definitive Planning Phase I

The Definitive Planning Phase I will start on a defined, periodic basis.

The Definitive Planning Phase I will include the following steps:

(i) Attachment X, Appendix 10 Model Review (10 Business Days)

(ii) Preliminary System Impact Study (65 Calendar Days)

(iii) Interconnection Customer Decision Point I (15 Business Days)

In addition, Interconnection Customer may request that the Transmission Provider or applicable Transmission Owner initiate the Interconnection Facilities Study during Definitive Planning Phase I. If Interconnection Customer, Transmission Owner and Transmission Provider agree that such Interconnection Facilities Study should be performed during Definitive Planning Phase I, the Transmission Provider or Transmission Owner conducting the study shall begin the Interconnection Facilities Study during Definitive Planning Phase I.

The Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Kick-Off Meeting, and such date shall be one (1) Business Day prior to the kick-off of the Definitive Planning Phase I of that cycle published on the MISO public website, unless mutually agreed upon by MISO, the Transmission Owner(s) and the Interconnection Customer(s). MISO, the Interconnection Customer(s), and the Transmission Owner(s) must attend the Kick-Off Meeting. MISO shall use Reasonable Efforts to include any other Affected Systems in the Kick-off Meeting.

The Transmission Provider must ensure that project information during the Kick-Off meeting is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests.

All withdrawal and modification requests must be submitted within 24 hours of the conclusion of the kick-off meeting prior to the start of the

DPP process.

During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study.

7.3.1.1 Purpose

The Definitive Planning Phase I is designed to provide Interconnection Customers or MHVDC Connection Customers with a preliminary detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System. Prior to the completion of the Preliminary System Impact Study, each impacted Transmission Owner shall make a non-binding indication as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Preliminary System Impact Study. A Transmission Owner's non-binding self-fund election will be included in the Preliminary System Impact Study. Upon completion of the Preliminary System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.1.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase I. Upon receipt of the Preliminary System Impact Study, the Interconnection Customer can either proceed to Definitive Planning Phase II or withdraw its Interconnection Request pursuant to Section 7.3.1.4 of this Attachment X.

7.3.1.2 Model Building and Point of Interconnection Review

Before starting the preliminary Interconnection System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. Interconnection Customer and Transmission Owner may recommend

changes to the study model by providing a completed Interconnection Study Model Review Form, Appendix 10 to the GIP within ten (10) Business Days after receipt of the study models. Proposed changes will be incorporated in the study models after mutual agreement between Interconnection Customer or MHVDC Connection Customer, Transmission Owner and Transmission Provider, such agreement not to be unreasonably withheld. Transmission Provider shall thereafter begin the Preliminary System Impact Study. Failure of Interconnection Customer or MHVDC Connection Customer to provide the completed Interconnection Study Model Review Form within ten (10) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

7.3.1.3 Scope of the Preliminary System Impact Study

The Preliminary System Impact Study shall evaluate the impact of the proposed Interconnection Request(s) in the Definitive Planning Phase I on the reliability and safety of the Transmission System. The Preliminary System Impact Study will consider the Base Case as well as all generating and MHVDC facilities (and with respect to subpart iv below, any identified Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, Shared Network Upgrades, or, if such upgrades have been determined, upgrades on Affected Systems, associated with such higher queued Interconnection Requests) that, on the date the Preliminary System Impact Study is commenced: (i) are interconnected to the Transmission System or Distribution System; (ii) are interconnected or queued to interconnect to Affected Systems and may have an impact on the Interconnection Request; (iii) have Interconnection Request is part of the same group; and (iv) have executed a GIA or a pending unexecuted GIA on file at FERC or a TCA pursuant to which Transmission Provider has granted Injection

Rights.

The Preliminary System Impact Study will consist of a power flow analysis. If Transmission Provider determines in accordance with Good Utility Practice that any voltage stability analysis is needed, the Preliminary System Impact Study may include voltage stability analysis. The Preliminary System Impact Study will also include analysis needed to determine the Generating Facility's reactive power capability required to maintain the Transmission Owner's voltage schedule and power factor criteria at the Point of Interconnection.

Determination of the full scope of the Preliminary System Impact Study in the Definitive Planning Phase I will be on a non-discriminatory basis per the methodologies listed in the Generator Interconnection Business Practices Manual. The Transmission Provider or Transmission Owner performing the Preliminary System Impact Study shall complete such study within sixty-five (65) Calendar Days.

The Preliminary System Impact Study will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Preliminary System Impact Study will provide a preliminary list of facilities (including Interconnection Facilities, Connection Facilities, Network Upgrades, Generator Upgrades, Common Use Upgrades, and Shared Network Upgrades) that are required as a result of the Interconnection Request and a preliminary non-binding good faith estimate of cost and a non-binding good faith estimated time to construct. For purposes of determining

necessary interconnection facilities and network upgrades, the Preliminary System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Preliminary System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Preliminary System Impact Study

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Preliminary System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.1.4 Interconnection Customer Decision Point I

All Interconnection Customers or MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase I will pass through Interconnection Customer Decision Point I. The Interconnection Customer Decision Point I will last for fifteen (15) Business Days beginning with the receipt of the Preliminary System Impact Study analysis including estimated upgrades and costs, as applicable. Transmission Provider shall notify all Interconnection Customers or MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point I that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request. The Transmission Provider shall provide written notice to each Interconnection Customer in a Definitive Planning Phase Group Study or ERAS confirming whether they are included in a JTIQ Screening Group and whether its Interconnection Request has qualified for inclusion in a JTIQ Participation Group prior to the beginning of Interconnection Customer Decision Point I. If the Transmission Provider determines that such Interconnection Request will be included in a JTIQ Participation Group, the notification shall include an estimate of the per-MW Generator Charge for such Interconnection Requests based on the latest available data on JTIQ Upgrade cost, the Potential MW Total projected for such JTIQ Portfolio. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may waive its right to elect the option to build or may defer the decision to the deadlines specified in Sections 7.3.2.5 & 7.3.3.5; failure to provide a written response will be deemed to be a deferral. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may reduce

the size of its Interconnection Request by as much as 100 percent through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required Definitive Planning Phase II Milestone calculation shall be based on the DPP Phase I results. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point I, then the Transmission Provider will refund Interconnection Customer 40% of Definitive Planning Phase I milestone (M2) and any remaining study deposits pursuant to Section 7.6. Any withdrawal during the Definitive Planning Phase I, but prior to Interconnection Customer Decision Point I, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point I. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination not later than the start of Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase II, then it will be required to pay Definitive Planning Phase II milestone (M3), pursuant to Section 7.3.1.4.1, prior to the end of Interconnection Customer Decision Point I.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request, during the Interconnection Customer Decision Point I, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase I milestone (M2) less the amount of Automatic Withdrawal Penalty and any remaining study deposits pursuant to Section 3.6. If the Transmission Provider does not receive Definitive Planning Phase II (M3) milestone payment during the Interconnection Customer Decision Point I, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase II (M3) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase II (M3) milestone payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase II, the Definitive Planning Phase I (M2) milestone payment becomes 100% non-refundable, pursuant to Section 7.8 and Section 7.6.2.1.

Transmission Provider shall notify any Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point I.

7.3.1.4.1 Definitive Planning Phase II Milestone (M3) Calculation.

The Definitive Planning Phase II milestone (M3) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bond reasonably acceptable to Transmission Provider and may replace letters of credit or surety bonds with cash. The Definitive Planning Phase II milestone (M3) will be the greater of twenty percent (20%) of the amount of Network Upgrades, excluding JTIQ Upgrades, identified in the Preliminary System Impact Study less the amount previously provided at M2 or $1,000/MW.

7.3.2 Definitive Planning Phase II

The Definitive Planning Phase II start the next day after the fifteen (15) Business Days Interconnection Customer Decision Point I window expires.

The Definitive Planning Phase II will include the following steps:

(i) Model Review Period (6 Business Days)

(ii) Revised System Impact Study (75 Calendar Days)

(iii) Interconnection Customer Decision Point II (15 Business Days)

Transmission Owner shall complete the Interconnection Facilities Study within ninety (90) Calendar Days. The Interconnection Facilities Study may be initiated during Definitive Planning Phase I, in accordance with Section 7.3.1 of this GIP. To the extent the Interconnection Facilities Study is performed during Definitive Planning Phase II, such study shall be performed concurrently with tasks (i) – (iii).

7.3.2.1 Purpose

The Definitive Planning Phase II is designed to provide Interconnection Customers and MHVDC Connection Customers a revised and a detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. Except as otherwise provided in Section 5.8, prior to the completion of the Revised System Impact Study, each impacted Transmission Owner shall indicate whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. A Transmission Owner's self-fund election will be included in the Revised System Impact Study. Except as otherwise provided in Section 5.8, the Transmission Owner's failure to provide its indication prior to the completion of the Revised System Impact Study shall constitute a waiver of the Transmission Owner's option to elect to self-fund each Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Upon completion of the Revised System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.2.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase II. Upon receipt of the Revised System Impact

Study, the Interconnection Customer or MHVDC Connection Customer can either proceed to Definitive Planning Phase III or withdraw its Interconnection Request pursuant to Section 7.3.2.4 of this Attachment X.

7.3.2.2 Model Building

Before starting the Revised System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase I, pursuant to Section 7.3.1.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase II. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Revised System Impact Study.

7.3.2.3 Scope of the Interconnection System Impact Study

The Revised System Impact Study shall provide an updated, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. The Revised System Impact Study shall follow the procedures as the Preliminary System Impact Study

described in Definitive Planning Phase I Section 7.3.1.3, as well as include a short circuit analysis and stability analysis. Transmission Provider shall include in the Revised System Impact Study an analysis of the upgrades on Distribution System, if applicable, and Affected Systems if available. If Affected Systems analysis is not available for inclusion in the Revised System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. If Transmission Provider determines in accordance with Good Utility Practice that any such analyses are needed, any stability analysis performed in a Revised System Impact Study may include transient stability, large and small signal, sub-synchronous stability, dynamic voltage stability, mid- and long-term stability, voltage flicker analyses and excessive neutral current. Transmission Provider shall utilize existing studies to the extent practicable in performing the Revised System Impact Study. For purposes of determining necessary Interconnection Facilities Network Upgrades, and responsibility for JTIQ Upgrades, the Revised System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Transmission Provider or Transmission Owner performing the Revised System Impact Study shall complete such study within seventy-five (75) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider, or Transmission Owner where a Transmission Owner is performing the study, determines that it will not meet the required time frame for completing the Revised System Impact Study, Transmission Provider or Transmission Owner where a Transmission Owner is performing the study, shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Revised System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider or Transmission Owner's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Revised System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.2.3.1 Additional Analysis Applicable to Interconnection Requests in a JTIQ Screening Group.

In addition to the analyses specified in Section 7.3.2.3 of this GIP, Interconnection Requests that: (1) are included in a JTIQ Screening Group (including ERAS projects not otherwise subject to Transmission Provider's three-phase DPP) and not located in the MISO South Region as such region is defined by as the Generator Interconnection Business Practices Manual (BPM-015), and (2) are part of the JTIQ Participation Group and located in the MISO South Region: shall be subject to the following additional analysis.

a. **Expanded Scope Analysis**: The Transmission Provider shall analyze the potential impacts of Interconnection Request on SPP's transmission system that are i) located within five (5) substations for facilities with a nominal operating voltage under 200kV, two (2) substations for facilities with a nominal operating voltage between 200 and 300 kV, and one (1) substation for facilities with a nominal operating voltage greater than 300 kV, from any substation that is part of the Transmission System; and ii) have greater than or equal to ten percent (10%) distribution factor on one or more facilities that are part of SPP's transmission system. An Interconnection Request that qualifies for and is subject to this Expanded Scope Analysis shall not be required to undergo analysis by SPP of impacts to its transmission system beyond those identified in the Expanded Scope Analysis or the Supplemental Affected System Analysis as described in Section 7.3.2.3.1(b) of this GIP.

If the Transmission Provider's Expanded Scope Analysis identifies an Interconnection Request as having impacts to SPP's transmission system that meets or exceed the foregoing distribution factor thresholds, the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP or the applicable transmission owner to address such impacts in accordance with SPP's rules and procedures.

b. Supplemental Affected System Analysis: If the Transmission Provider determines that the Potential MW Total, including the current Group Study, exceeds the Target MW value for the applicable JTIQ Portfolio, SPP shall

perform a study to determine if any Supplemental Upgrades are required to address impacts to its transmission system from one or more Interconnection Customers and provide the results of this analysis to the Transmission Provider prior to the beginning of Decision Point II. Calculation of the Potential MW Total and the Supplemental Affected System Analysis shall be performed in accordance with Section 9.4.2(e)(iii) of Rate Schedule 6 (MISO-SPP JOA).

If the Supplemental Affected System Analysis indicates that Supplemental Affected System Upgrades are required for an Interconnection Request, then:

(1) the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP, or the applicable SPP transmission owner, to address such impacts in accordance with SPP's rules and procedures; and

(2) Transmission Provider shall compare the costs of such Supplemental Affected System Upgrades to the Threshold Charge in the manner described in Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA).

(3) The Transmission Provider, in coordination with SPP, shall establish a cost criterion in dollars per megawatt ($/MW) pursuant to Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA). Where the costs assigned to an Interconnection Request for upgrades identified through the Supplemental Affected System Analysis, excluding costs identified through the Expanded Scope Analysis, exceed the cost criterion, the Interconnection Request

shall be exempt from charges for the JTIQ Upgrades. Otherwise, the Interconnection Request shall be obligated to pay a portion of the JTIQ Upgrade.

7.3.2.4 Interconnection Customer Decision Point II

All Interconnection Customers and MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase II will pass through Interconnection Customer Decision Point II. The Interconnection Customer Decision Point II will last for fifteen (15) Business Days beginning with the receipt of the Revised System Impact Study analysis, including Expanded Scope Analysis where applicable. Transmission Provider shall provide to Interconnection Customers any Affected System analysis, including estimated upgrades and costs as applicable received from the applicable Affected System as of the date that the Transmission Provider is required to complete its Revised System Impact Study analysis. In the event that Affected Systems analysis has not been received by the Transmission Provider by this time, the Transmission Provider shall provide such analysis to Interconnection Customers promptly upon receipt but shall not delay the Interconnection Customer Decision Point or Phase III studies. Transmission Provider shall notify all Interconnection Customers and MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point II that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request. During Interconnection Customer Decision Point II, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request for ERIS by as much as an additional ten percent (10%) compared to what was studied in DPP Phase II, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level

(consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. Additionally, an Interconnection Customer may request to reduce the amount of NRIS by as much as 100% independent of any requested reduction in ERIS. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required M4 milestone calculation shall be based on the DPP Phase II results. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination through the Revised System Impact Study report.

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point II, then the Transmission Provider will refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.8. Any withdrawal during the Definitive Planning Phase II, but prior to Interconnection Customer Decision Point II, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase III, then it will be required to pay Definitive Planning Phase III milestone (M4), pursuant to

Section 7.3.2.4.1, as well as provide evidence of continued Site Control for the proposed Generating Facility prior to the end of Interconnection Customer Decision Point II pursuant to Section 7.2.2.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request, during the Interconnection Customer Decision Point II, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.6. If the Transmission Provider does not receive Definitive Planning Phase III (M4) milestone payment during the Interconnection Customer Decision Point II, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase III (M4) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase III milestone (M4) payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase III, the Definitive Planning Phase III (M4) milestone payment becomes 100% non-refundable, pursuant to Section 7.8.

Transmission Provider shall notify Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point II.

7.3.2.4.1 Definitive Planning Phase III Milestone (M4) Calculation.

The Definitive Planning Phase III milestone (M4) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bonds and may replace letters of credit or surety bond with cash. The Definitive Planning Phase III milestone (M4) will be thirty percent (30%) of the amount of Network Upgrades identified in the Revised System Impact Study, not including costs associated with JTIQ Upgrades, less any payments made as M2 and M3, but in no event shall the M4 be less than zero dollars.

7.3.2.4.2 True-down of Milestone Payments.

Within ten (10) Business Days from the start of Definitive Planning Phase III, Transmission Provider shall notify the Interconnection Customer if the total posted M3 and M4 milestone payments (*i.e.*, the sum of the M3 and M4 payments) for the

Interconnection Request exceed thirty percent (30%) of the total Network Upgrade cost assigned to such Interconnection Request in the Revised System Impact Study, excluding the JTIQ Generator Charge. Transmission Provider shall refund such excess amounts to the Interconnection Customer as soon as practicable.

7.3.2.5 Scope of Interconnection Facilities Study.

The first portion of the Interconnection Facilities Study focusing on the Interconnection Facilities or the Connection Facilities for the project will start no later than the first day of Definitive Planning Phase II in accordance with Section 7.3.2 of this GIP. This portion of the Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities or the Connection Facilities, including cost estimates that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Within 10 Business Days of the Interconnection Customer's receipt of the draft Interconnection Facilities Study, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in Business Practices Manual 15 for the Interconnection Facilities and Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer from, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. The Transmission Owner to

whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days. The Transmission Provider or applicable Transmission Owner shall perform the detailed analysis. The Interconnection Facilities Study will also identify any potential control equipment for (1) requests for Interconnection Service that are lower than the Generating Facility Capacity, and/or (2) requests to study a Generating Facility that includes at least one electric storage resource using operating assumptions according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

7.3.3 Definitive Planning Phase III

The Definitive Planning Phase III will start the day after the expiration of the fifteen (15) Business Day Interconnection Customer Decision Point II.

The Definitive Planning Phase III will include the following steps:

(i) Model Review (6 Business Days)

(ii) Final System Impact Study (50 Calendar Days)

(iii) Interconnection Facilities Study for Network Upgrades (90 Calendar Days)

7.3.3.1 Purpose

The Definitive Planning Phase III is designed to provide Interconnection Customers and MHVDC Connection Customers a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. For each specific Network Upgrade

and System Protection Facility that the Transmission Owner did not elect to self-fund as a part of the Revised System Impact Study, the Transmission Owner shall not be permitted to further revise its election after the completion of the Revised System Impact Study. For each specific Network Upgrade and System Protection Facility that the Transmission Owner elected to self-fund as a part of the Revised System Impact Study, each impacted Transmission Owner shall confirm or revise its self-fund election prior to the completion of the Final System Impact Study. In the event that a new Network Upgrade or System Protection Facility is identified in the Final System Impact Study that had not previously been identified in the Revised System Impact Study, each impacted Transmission Owner shall make a binding indication as to whether the Transmission Owner intends to self-fund the new Network Upgrade and System Protection Facility prior to the completion of the Final System Impact Study. A Transmission Owner's self-fund election will be included in the Final System Impact Study. Except as otherwise provided in Section 5.8, a Transmission Owner's failure to provide its self-fund election prior to the completion of the Final System Impact Study shall constitute a waiver of the Transmission Owner's option to self-fund each Network Upgrade and System Protection Facility identified in the Final System Impact Study. Upon completion of the Final System Impact Study, the Transmission Owner(s) to whose facilities the Interconnection Customer or MHVDC Connection Customer proposes to interconnect will perform Facilities Study pursuant to Section 7.3.3.5. Upon completion of the Interconnection Facilities Study, Transmission Provider will tender a draft *pro forma* Generator Interconnection Agreement to the Interconnection Customer and Transmission Owner.

7.3.3.2 Model Building

Before starting the Final System Impact Study, Transmission Provider will

distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase II, pursuant to Section 7.3.2.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase III. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Final System Impact Study.

7.3.3.3 Scope of the Final System Impact Study

The Final System Impact Study shall provide a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. The Final System Impact Study shall follow the procedures as the Revised System Impact Study described in Definitive Planning Phase II Section 7.3.2.3 and additional JTIQ analysis described in Section 7.3.2.3.1, where applicable. Transmission Provider, or Transmission Owner if a Transmission Owner is conducting the study, shall include in the Final System Impact Study any Affected System results and information regarding network upgrades provided in the Affected System's study report, if available from the applicable Affected

System. If the Affected System's study report is not available for inclusion in the Final System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Final System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. Transmission Provider shall utilize existing studies to the extent practicable in performing the Final System Impact Study.

If requested by the Interconnection Customer, the Transmission Provider or Transmission Owner performing the Preliminary, Revised, and Final System Impact Study shall evaluate, as part of the applicable System Impact Study, the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. The requesting Interconnection Customer shall timely provide Transmission Provider with the requisite model information to allow Transmission Provider to evaluate the requested technology. The Transmission Provider or applicable Transmission Owner shall evaluate each requested alternative transmission technology and determine whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations, as an alternative to traditional network upgrades. Transmission Provider shall include an explanation of the results of the Transmission Provider's evaluation for each technology in the applicable System Impact Study report. The Transmission Provider or Transmission Owner's evaluation will be completed pursuant to the provisions set forth in the Generator Interconnection Business Practices

Manual.

The Final System Impact Study will start the day after the completion of the Model Review in the Definitive Planning Phase III. Transmission Provider, or Transmission Owner if a Transmission Owner is performing the study, shall complete the Final System Impact Study within fifty (50) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Final System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Final System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Final System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten

(10) Business Days.

7.3.3.4 Scope of Interconnection Facilities Study.

The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request may begin the second portion of the Interconnection Facilities Study for that Network Upgrade prior to the completion of the Final System Impact Study. The Interconnection Customer(s) responsible for a Network Upgrade may request that the second portion of the Interconnection Facilities Study begin after the completion of Interconnection Customer Decision Point II and prior to the completion of the Final System Impact Study. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request Transmission Owner shall start the second portion of the Interconnection Facilities Study no later than the day following the posting of the Final System Impact Study report and, if applicable, the Affected System's final study report, provided that Transmission Provider has submitted to the applicable Transmission Owner(s) an executed statement of work and purchase order. This phase will identify estimates for the cost and time required to build necessary Network Upgrades that are identified in the Final System Impact Study. The Transmission Owner conducting the study shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days from the start date of the Interconnection Facilities Study.

The Interconnection Facilities Study, in its entirety, shall specify and estimate the cost of the required equipment, engineering, procurement and construction work needed to implement the Network Upgrades and Interconnection Facilities or Connection Facilities identified in the Final System Impact Study in accordance with Good Utility Practice to

physically and electrically connect the Interconnection Facilities or the Connection Facilities to the Transmission or Distribution System, as applicable, as well as that equipment, to the extent known and available in accordance with Section 3.5 of these GIP, required by Affected Systems to accommodate the interconnection of the Generating Facility or the MHVDC Transmission Line.

The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Owner's Interconnection Facilities or Connection Facilities and Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and to the extent known and available in accordance with Section 3.5 of the GIP, upgrades on Affected Systems necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

The Interconnection Customer shall enter into a facilities construction agreement with any neighboring transmission provider for network upgrades identified in the Affected System analysis.

7.3.3.5 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 of this GIP. Transmission Provider and applicable Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection

Facilities Study. The Interconnection Facilities Study for an Interconnection Request shall be typically performed as a Group Study with respect to Common Use Upgrades and/or Interconnection Facilities or Connection Facilities common to more than one Interconnection Request.

At the request of Interconnection Customer or MHVDC Connection Customer or at any time that the Transmission Provider or applicable Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer as to the schedule status of the Interconnection Facilities Study. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study within the time required, such Transmission Owner shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study with the study deposit provided by Interconnection Customer or MHVDC Connection Customer, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer and provide a revised cost estimate with an explanation of the reasons why. Interconnection Customer or MHVDC Connection Customer shall then provide within fifteen (15) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

Transmission Owner shall provide to Transmission Provider a draft

Interconnection Facilities report at the conclusion of the Interconnection Facilities Study. A draft Interconnection Facilities Study will be posted by Transmission Provider for Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

Interconnection Customer or MHVDC Connection Customer and Transmission Owner may, within fifteen (15) Calendar Days after receipt of the draft Interconnection Facilities report and supporting documentation, provide written comments to Transmission Provider, which Transmission Provider shall include in the final Interconnection Facilities report. If the draft Interconnection Facilities report contains a Stand-Alone Network Upgrade, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the cost estimate shall include the cost that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build Stand-Alone Network Upgrades identified in the second portion of the Interconnection Facilities Study within 15 calendar days of receiving the draft Interconnection Facilities report. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in the Business Practices Manual 15 for the Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the

Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. If Interconnection Customer elects to build, Transmission Provider shall include that election in the final Interconnection Facilities report. Transmission Provider shall issue the final Interconnection Facilities report and supporting documentation within ten (10) Calendar Days of receiving the Interconnection Customer's or the MHVDC Connection Customer's comments or promptly upon receiving Interconnection Customer's or the MHVDC Connection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer or MHVDC Connection Customer if the Interconnection Customer's or the MHVDC Connection Customer's comments require Transmission Provider or the applicable Transmission Owner to perform additional analyses or make other significant revisions prior to the issuance of the final Interconnection Facilities Report. Upon request, Transmission Provider or the applicable Transmission Owner shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1. Interconnection Customer or MHVDC Connection Customer shall maintain as confidential any information that is provided by Transmission Provider or the applicable Transmission Owner and identified as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with Section 13.1.

7.4 Meeting with Transmission Provider.

Within ten (10) Business Days of providing draft GIA or TCA appendices and, as applicable, associated draft appendices for the related FCA(s) and/or MPFCA(s) and supporting documentation to Interconnection Customer, Transmission Owner and Interconnection Customer may meet to discuss the results of the Interconnection Facilities Study.

7.5 Interconnection Study Restudy.

If a restudy of any Interconnection Study is required because an Interconnection Request within its respective Definitive Planning Phase cycle withdraws after the commencement of Phase III but prior to the tender of GIAs under Section 11.2.1 of this GIP, Transmission Provider shall provide notice of its intent to perform a final Interconnection Study restudy as necessary. The Transmission Provider's notice of a final Interconnection Study restudy shall include a summary of a preliminary analysis supporting the need for an Interconnection Study restudy, an explanation of why an Interconnection Study restudy is required and a good faith estimate of the cost to perform the Interconnection Study restudy. The Interconnection Study restudy shall be performed subject to the GIP and Business Practices Manuals in effect at the time notice is provided by Transmission Provider. Interconnection Customer or MHVDC Connection Customer shall notify Transmission Provider within five (5) Business Days whether Interconnection Customer or MHVDC Connection Customer wishes to proceed with the Interconnection Study restudy or withdraw its Interconnection Request. Transmission Provider shall deem Interconnection Customer's or MHVDC Connection Customer's failure to notify Transmission Provider to proceed to perform the Interconnection Study restudy as Interconnection Customer's or MHVDC Connection Customer's withdrawal of its Interconnection Request in accordance with Section 3.6 of this GIP. Any withdrawal after the five (5) Business Day withdrawal window referenced above shall be treated as a post-GIA withdrawal for the purposes of Automatic Withdrawal Penalty under Section

7.6.2.1.1 of this GIP. Transmission Provider or the applicable Transmission Owner shall complete such Interconnection Study restudy no later than sixty (60) Calendar Days from the date of notice. If an Interconnection Customer or MHVDC Connection Customer withdraws after the Interconnection Study restudy report is issued, Transmission Provider shall reallocate the costs of any remaining Network Upgrades, as necessary. In no event shall the Transmission Provider or the applicable Transmission Owner perform more than one (1) Interconnection Study restudy.

7.6 Refunds

7.6.1 Refunds of Study Deposits

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to, except as otherwise provided herein, the Interconnection Customer. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

All charges associated with performing Interconnection Studies, during all three phases of the Definitive Planning Phase, are the responsibility of Interconnection Customers or MHVDC Connection Customers with active Interconnection Requests during each respective Definitive Planning

Phase.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time before the end of Interconnection Customer Decision Point I, the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase I but before Interconnection Customer Decision Point I is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase I. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, prior to the expiration of Interconnection Customer Decision Point I will not be responsible to fund any Interconnection Studies that take place during or after the start of the Definitive Planning Phase II of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time after Interconnection Customer Decision Point I, but before the expiration of the Interconnection Customer Decision Point II, then the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase II but before Interconnection Customer Decision Point II is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase II. Any Interconnection Customer or MHVDC Connection Customer that

withdraws its Interconnection Request prior to the expiration of Interconnection Customer Decision Point II will not be responsible to fund any Interconnection Studies that take place during or after the start of Definitive Planning Phase III of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time during Definitive Planning Phase III of the GIP, and if the Transmission Provider determines that an Interconnection Study restudy is required, then the withdrawing Interconnection Customer or MHVDC Connection Customer will be responsible to fund all such restudies in Definitive Planning Phase III of the GIP, up to the amount of that Interconnection Customer's total study deposit. However, if the Transmission Provider determines that no Interconnection Study restudy is required due to the withdrawal of Interconnection Customer's or MHVDC Connection Customer's Interconnection Request, then the withdrawing Interconnection Customer or MHVDC Connection Customer will not be responsible to fund any further Interconnection Studies during Definitive Planning Phase III of the GIP and the Transmission Provider shall refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposit paid to enter the Definitive Planning Phase.

7.6.2 Refunds of Definitive Planning Phase Milestones (M2, M3, M4)

7.6.2.1 Refunds of Definitive Planning Phase entry milestone (M2)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn prior to the start of Definitive Planning Phase I or when Transmission Provider has completed review of

Site Control sufficiency pursuant to Section 7.2.1.3 of the GIP and the Interconnection Request is deemed withdrawn due to Site Control deficiencies. Interconnection Customers and MHVDC Connection Customers are eligible to receive refund of forty percent (40%) of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I. The remaining 60% of the Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP. If the Interconnection Request is withdrawn any time after the Interconnection Customer Decision Point I, then the entire Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP.

7.6.2.1.1 Calculation of the Automatic Withdrawal Penalty

Interconnection Customer shall be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection request is deemed withdrawn pursuant to section 7.2.1.3 or section 3.6 of the GIP. Interconnection Customer shall not be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection Request is deemed withdrawn prior to commencement of Definitive Planning Phase I.

(a) If Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I, the Interconnection Customer shall be charged ten percent (10%)

of the Definitive Planning Phase entry milestone (M2).

(b) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II, the Interconnection Customer shall be charged thirty-five percent (35%) of the Definitive Planning Phase entry milestone (M2).

(c) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point II and before the end of the Definitive Planning Phase III, the Interconnection Customer shall be charged seventy five percent (75%) of the Definitive Planning Phase entry milestone (M2).

(d) If the Interconnection Request is withdrawn or deemed withdrawn after start of the Generator Interconnection Agreement (GIA) negotiations (within 5 days of posting of the Final System Impact Study report) the Interconnection Customer shall be charged one hundred percent (100%) of the Definitive Planning Phase entry milestone (M2).

7.6.2.2 Refund of Definitive Planning Phase II milestone (M3)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase II milestone (M3) only when the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II. If the Interconnection Request is withdrawn any time after the end of Interconnection Customer Decision Point II, then the

Definitive Planning Phase II milestone (M3) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.3 Refund of Definitive Planning Phase II milestone (M4)

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request any time after entering the Definitive Planning Phase III, then the Definitive Planning Phase III milestone (M4) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.4 Withdrawal and refund due to increase in Network Upgrade costs

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Revised System Impact Study increased by more than fifty percent (50%) and more than $10,000 per MW over the Preliminary System Impact Study as a result of Transmission Provider, or Transmission Owner error that is identified prior to the finalization of the revised System Impact Study report. To obtain a refund, Interconnection Customer must withdraw at the end of Interconnection Customer Decision Point II.

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Final System Impact Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Revised System Impact Study as a result of Transmission Provider, Affected System (to the extent available) or Transmission Owner error that is identified prior to the finalization of the Final System Impact Study report. To obtain a refund, Interconnection

Customer must withdraw within five Business Days of posting the results of the Final System Impact Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws and the total Network Upgrade cost estimates in the Interconnection Facilities Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Network Upgrade cost estimates in the Final System Impact Study. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Interconnection Facilities Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws within the later of five (5) Business Days of the results of the study or at the end of an Interconnection Customer Decision Point, if applicable, of results indicating designated increases in estimated upgrade costs across the following intervals:

1. DPP Phase I to DPP Phase II
    a. An increase in MISO Network Upgrade costs from Phase I to Phase II of at least 50%, and more than $10,000 per MW from the Preliminary SIS to the Revised SIS.
2. DPP Phase II to DPP Phase III
    a. An increase in the combined Network Upgrade and Affected System costs from Phase II to the start of GIA negotiation of thirty-five percent (35%) and more than $15,000 per MW from the Revised SIS (including and Affected Systems results received during DPP Phase II) to any Final SIS and Affected Systems results received prior to the start of GIA negotiations.

7.7 Applicability of Definitive Planning Phase Milestone Payments (M2, M3, and M4) to Generator Interconnection Agreement Initial Payment, Transmission Connection Agreement Initial Payment, or construction agreement security

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Definitive Planning Phase milestones to the appropriate Transmission Owner to satisfy the initial payment requirement of the Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement, TCA or other applicable service agreement.

Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund Milestone cash payments exceeding the initial payment requirement to the Interconnection Customer, MHVDC Connection Customer or the applicable Transmission Owner upon Interconnection Customer's or MHVDC Connection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer or MHVDC Connection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event milestone payments were provided pursuant to an irrevocable letter of credit or surety bond such letter of credit or surety bond shall be released upon satisfaction of the later initial payment requirement in the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements, and with Transmission Owner's consent, provided that

the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement.

7.8 Use of Definitive Planning Phase Entry At Risk Milestone Payments (M2, M3 and M4) or Payments of Withdrawn Projects

Upon completion of the Definitive Planning Phase III and after any subsequent restudy performed after Definitive Planning Phase III, Transmission Provider will determine the financial impact of withdrawn projects on each remaining Interconnection Request in the same cycle. This financial impact will be determined using the following two-step method.

Step 1: Transmission Provider first determines the cost of upgrades that are shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared

Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the last study the withdrawing project was included in and the subsequent study.

For each of the step 1 comparisons, if the comparative planning level cost analysis indicates that a project withdrawal causes an increase in financial impact to any remaining co-participants, a financial impact analysis will be performed to determine if the overall costs to the remaining co-participants subsequently increased, those remaining co-participants will be credited using the milestones, and/or payment(s) made under a GIA, FCA, or MPFCA that were forfeited by the withdrawn Interconnection Customers or MHVDC Connection Customers in the same cycle.

Step 2: Transmission Provider will calculate the financial impact to each remaining Interconnection Request that is obligated to fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer

Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Final System Impact Study and the subsequent restudy. For each of the Step 2 comparisons, if any portion of the comparative analyses indicates that the withdrawal of a project causes an increase in the total cost of Network Upgrades,

other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, the Transmission Provider will use the Definitive Planning Phase at-risk milestones (M2, M3 and M4), collected from the withdrawn Interconnection Requests in the current Definitive Planning Phase cycle and/or payment(s) made under a GIA, FCA, or MPFCA, to offset the cost difference for those remaining Interconnection Requests in the same cycle. If any portion of the comparative analyses indicated that the withdrawal of a project causes a decrease in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA. If any portion of the comparative analyses indicates that the withdrawal of a project causes the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests to remain the same, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA.

The total allocation to any remaining Interconnection Requests will not exceed the total Definitive Planning Phase milestones collected from the Interconnection Customers and MHVDC Connection Customers that withdrew their Interconnection Requests from the same Definitive Planning Phase cycle and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA. In instances where the total cost of Network Upgrades has increased for multiple Interconnection Requests, but the collected Definitive Planning Phase milestones and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA are insufficient to cover the increase in total cost of Network Upgrades for all affected Interconnection Requests, the Transmission Provider will allocate

the collected Definitive Planning Phase milestones equally as a percentage of increased Network Upgrade costs.

If any collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA remain after allocating to remaining affected Interconnection Requests, the Transmission Provider will refund the remaining collected Definitive Planning Phase at-risk milestones to each Interconnection Customer and MHVDC Connection Customer in proportion to that customer's forfeited milestone payments as a *pro rata* share of the total collected Definitive Planning Phase milestones and/or payments made under a GIA, FCA, or MPFCA.

The amount of the payment(s) made under a GIA, FCA, or MPFCA that can be used to compensate for financial impact under this Section cannot exceed the amount of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase milestones.

7.8.1 Use of the Automatic Withdrawal Penalty Payments

For each DPP study group, Transmission Provider shall hold all Automatic Withdrawal Penalty funds until all Interconnection Customers in that study group have either: (1) withdrawn or been deemed withdrawn; (2) executed a GIA; or (3) requested a GIA to be filed unexecuted. Any Automatic Withdrawal Penalty funds collected from each DPP study group shall be allocated towards studies cost and Network Upgrade costs for Interconnection Customers in the same study group that have executed the GIA or requested the GIA to be filed unexecuted.

Automatic Withdrawal Penalty funds shall be distributed to the Interconnection Customers in the same DPP study group that executed their GIA or requested to have their GIA filed unexecuted following the last

Effective Date of any GIA for an Interconnection Request in the study group. The amount of Automatic Withdrawal Penalty funds distributed to an Interconnection Customer shall not exceed the total study costs and Network Upgrade costs.

Transmission Provider shall post the balance of Automatic Withdrawal Penalty funds held by Transmission Provider but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

7.9 Provisional Generator Interconnection Agreement

The Transmission Provider may provide a provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies that indicate that there is a level of interconnection that can occur without any additional Network Upgrades. An Interconnection Customer may request such Provisional Generator Interconnection Agreement by providing written notice to the Transmission Provider beginning upon Interconnection Request submission and up to and through Interconnection Customer Decision Point II (Section 7.3.2.4 of this GIP). An Interconnection Customer that qualifies for inclusion in a JTIQ Participation Group shall execute or request the unexecuted filing of the JTIQ Commitment Agreement concurrently with their provisional GIA and, if tendered, the SPP JTIQ Service Agreement. If the SPP JTIQ Service Agreement has not been tendered to Interconnection Customer by the time such Interconnection Customer executes or rests the unexecuted filing of the provisional Generator Interconnection Agreement, the provisional Generator Interconnection Agreement shall include a milestone in Appendix B requiring the Interconnection Customer to execute or request the unexecuted filing of such agreement within fifteen (15 days after it is tendered).

If scheduled Interconnection Customer Decision Point I, Interconnection

Customer Decision Point II, or the Interconnection Facilities Study for Network Upgrades becomes delayed by more than sixty (60) Calendar Days, Interconnection Customers may also request a Provisional Generator Interconnection Agreement from Transmission Provider. A request for a Provisional Generator Interconnection Agreement at any other time shall be deemed invalid by the Transmission Provider.

All provisions of the Definitive Planning Phase (Section 7 of this GIP) apply, except as provided in Section 7.9.1. After receiving a request for a Provisional Generator Interconnection Agreement, the Transmission Provider will begin the first portion of the Interconnection Facilities Study as discussed in Section 7.3.3.4 and will perform a Provisional Interconnection Study. After completing required studies, the Transmission Provider will issue a draft Provisional Generator Interconnection Agreement pursuant to Section 11.2.

7.9.1 Additional Definitive Planning Phase Requirements for Provisional Generator Interconnection Agreements

Interconnection Customers seeking a Provisional Generator Interconnection Agreement must submit Definitive Planning Phase II and Definitive Planning Phase III Milestones (M3 and M4). If M3 and M4 have not been calculated at the time of Interconnection Customer's request for a Provisional Generator Interconnection Agreement, M3 and M4 shall each be initially $8,000 per MW. The Transmission Provider shall then calculate the M3 and M4 as provided in Sections 7.3.1.4.1 and 7.3.2.4.1. If the actually calculated M3 and M4 values are higher than the M3 and M4 previously paid, Interconnection Customer shall pay any difference between the M3 and M4 previously paid and the actually calculated values within thirty (30) Calendar Days of those amounts being calculated by the Transmission Provider. Failure to pay any difference between the calculated M3 and M4 and the initially paid M3 and M4 within thirty (30)

Calendar Days shall result in automatic withdrawal of the Interconnection Request. If the actually calculated M3 and M4 values are lower than the M3 and M4 previously paid, Transmission Provider shall refund any difference between the M3 and M4 previously paid and the actually calculated values.

7.9.2 Consent to Proceed Through Definitive Planning Phase Decision Points

Interconnection Customers seeking a Provisional Generator Interconnection Agreement automatically consent to the Transmission Provider moving the Interconnection Request through Definitive Planning Phases II and III without regard to Interconnection Customer Decision Point II unless notification of withdrawal is provided to the Transmission Provider.

7.9.3 Withdrawal

Interconnection Customers seeking a Provisional Generator Interconnection Agreement are eligible to receive one hundred percent (100%) refund of all Definitive Planning Phase milestones (M2, M3, and M4) only when the Interconnection Request is withdrawn prior to the start of Definitive Planning Phase I and unencumbered study deposits remaining, except as noted in Section 4.1.2.3. Interconnection Customers seeking a Provisional Generator Interconnection Agreement at the time of Interconnection Request submission may withdraw before the end of Interconnection Customer Decision Point I and Transmission Provider will refund forty percent (40%) of the Definitive Planning Phase entry milestone (M2), all of the Definitive Planning Phase Milestone payments M3 and M4, and unencumbered study deposits remaining. Sixty percent (60%) of the Definitive Planning Phase entry Milestone (M2) becomes non – refundable pursuant to section 7.6.2.1.1 and Section 7.8 of the GIP.

After Interconnection Customer Decision Point I, Interconnection Customers seeking a Provisional Generator Interconnection Agreement may withdraw from the Transmission Provider's interconnection queue at any time, but all Definitive Planning Phase milestones (M2, M3, and M4) become non-refundable pursuant to section 7.6.2.1.1 and Section 7.8, and will be used in accordance to Section 7.8 and Section 7.8.1. Interconnection Customers seeking a Provisional Generator Interconnection Agreement shall not be eligible for any milestone payment refunds provided under Section 7.6.2.4.

7.9.4 Reversion to Standard Definitive Planning Phase Process

Interconnection Customers seeking a Provisional Generator Interconnection Agreement may notify Transmission Provider before and during Interconnection Customer Decision Point I that the Interconnection Customer wishes to revert to the standard Definitive Planning Phase process. Transmission Provider will subsequently refund the Definitive Planning Phase III (M4) milestone payment. Interconnection Customer must then continue to abide by all Definitive Planning Phase requirements.

SECTION 8. TRANSMISSION PROVIDER AS AN AFFECTED SYSTEM

8.1 Applicability.

This Section 8 outlines the duties of Transmission Provider when it receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System. If applicable, any Joint Operating Agreements ("JOA"), Joint Planning Agreements ("JPA") or any other agreements filed with the Commission will govern Transmission Provider's Affected System procedures when Transmission Provider performs an Affected System Study. The sections below outline general procedures in absence of any such Agreement or

documentation.

8.2 Response to Notification.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission, as noted in Section 8.1, when Transmission Provider receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System, Transmission Provider will perform a screen to determine if a study is needed.

Transmission Provider shall respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study. No later than fifteen (15) Business Days after Transmission Provider responds with its affirmative intent to conduct an Affected System Study, Transmission Provider shall share with the host transmission provider a non-binding, good faith estimate of the cost and schedule to complete the Affected System Study. If a study is determined necessary, Transmission Provider and host transmission provider will enter into an Affected System Study Agreement in the form of Appendix 16 to this GIP. Terms of this agreement will include cost, schedule and interconnection request list scope to complete the Affected System Study.

Within fifteen (15) Business Days of receipt of notification of restudy, Transmission Provider shall send written notification to host transmission provider involved in the restudy that Transmission Provider intends to delay a planned or in-progress Affected System Study until after completion of the restudy. If Transmission Provider decides to delay the Affected System Study, it is not required to meet its obligations under Section 8 of this GIP until the time that it receives notification from the host transmission provider that the restudy is complete. If Transmission Provider decides to move forward with its Affected

System Study despite the restudy, then it must meet all requirements under Section 8 of this GIP.

8.3 Affected System Queue Position.

Transmission Provider must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be determined based upon the queue priority date outlined in Joint Operating Agreements, or other affected system agreement accepted by the Commission.

In the event there is no such document between the Transmission Provider and the host transmission provider, the queue priority date will be determined by the date when all milestones for the Affected System Study Agreement are met.

The queue priority date of Interconnection Requests submitted to the Transmission Provider shall be the date of Decision Point I completion of the cluster.

The Affected System Queue Position of the Affected System Interconnection Customer(s) with an earlier queue priority date shall be higher-queued than any interconnection requests that has a later queue priority date.

Consistent with Section 8.6 of this GIP, Transmission Provider shall study the Affected System Interconnection Customer(s) via cluster study methodology, and all Affected System Interconnection Customer(s) studied in the same cluster under Section 8.6 shall be equally queued. For Affected System Interconnection Customer(s) that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study.

The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 8.7 of this GIP.

8.4 Affected System Study Agreement.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission as noted in Section 8.1, Transmission Provider will enter into an Affected System Study Agreement, in the form of Appendix 16 to this GIP, with the host transmission provider and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and interconnection request list scope to complete the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms.

Host transmission provider shall execute the Affected System Study Agreement, deliver the executed Affected System Study Agreement to Transmission Provider, and provide the Affected System Study deposit within ten (10) Business Days of receipt.

If Transmission Provider notifies the host transmission provider that it will delay the Affected System Study pursuant to Section 8.2 of this GIP, host transmission provider is neither required to execute and return the previously tendered Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study Agreement.

If host transmission provider does not provide all required technical data when it delivers the Affected System Study Agreement, Transmission Provider shall notify the deficient host transmission provider of the technical data deficiency

within five (5) Business Days of the receipt of the executed Affected System Study Agreement and the deficient host transmission provider shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement or deposit for the Affected System Study Agreement.

If the host transmission provider fails to cure any technical data deficiency, execute its Affected System Study Agreement, or provide the deposit, the host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that caused the deficiency. The deficient Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and the deficient Affected System Interconnection Customer(s) shall be removed from the Affected System Study Agreement.

If a host transmission provider fails to pay its undisputed costs related to the Affected System Study within thirty (30) Calendar Days of the invoice, host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that have failed to pay its undisputed costs related to the Affected System Study. The identified Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and Transmission Provider shall confirm with the host transmission provider of such failure to pay.

8.5 Scope of the Affected System Study.

The Affected System Study Agreement will include interconnection request list as scope, further scope information, study methodology, and study deliverable details for the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms. The Affected System Study shall

evaluate the impact that any Affected System Interconnection Customer(s) proposed interconnection to another transmission provider's transmission system will have on the reliability of Transmission Provider's Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified network upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to Transmission Provider's Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed a GIA or requested that an unexecuted GIA be filed with the Commission. Transmission Provider has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow and stability analysis, as well as a short circuit screen. The Affected System Study will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt if the interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost for Affected System Network Upgrades. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study results shall include a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system, as well as a nonbinding good faith

estimate of cost responsibility, i.e. the Affected System Network Upgrades. The Affected System Study results will be provided to the host transmission provider in the Affected System Study Report.

8.6 Affected System Study Procedures.

Transmission Provider shall use cluster study methodology in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single cluster may cause the need for Affected System Network Upgrades. Transmission Provider shall complete the Affected System Study and provide the Affected System Study Report to the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of a valid Affected System Study Agreement and deposit.

Transmission Provider shall post regular status updates regarding all ongoing Affected System Study. If Transmission Provider is unable to complete the Affected System Study within the requisite time period, it shall notify the host transmission provider and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If Transmission Provider does not meet the deadlines in this section, Transmission Provider shall be subject to the financial penalties as described in Section 3.9 of this GIP. Upon request, Transmission Provider shall provide supporting documentation including power flow, short circuit and stability models for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this GIP.

Transmission Provider must use Energy Resource Interconnection Service modeling standard used for Interconnection Requests on its own Transmission System for Affected System Study(ies), regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.7 Cost Allocation for Affected System Network Upgrades.

Transmission Provider shall allocate costs for Affected System Network Upgrades identified during the Affected System Study by interconnection request, using a pro rata impact method, consistent with Section 4.2.1 of this GIP. Affected System Interconnection Customers will be responsible to pay their portion of the Affected System Network Upgrades identified during the Affected System Study.

8.8 Restudy.

Transmission Provider shall determine the need for restudy of the Affected System Study as the result of withdrawals of interconnection request from host transmission provider, loss of Affected System Queue Position, or withdrawal of Transmission Provider's higher or equally queued clusters. If restudy of the Affected System Study is required, Transmission Provider shall notify the host transmission provider in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than ninety (90) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied through the host transmission provider. Transmission Provider will issue a new version of the Affected System Study Report.

Transmission Provider shall transmit a draft Affected System Study Report to the

host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.9 Interconnection Facilities Study.

In accordance with Section 7.3.3.4 of this GIP, an Interconnection Facilities Study will be performed by Transmission Owner on any Affected System Network Upgrades identified through the Affected System Study. The host transmission provider will fund the Affected System Network Upgrades facilities study and the study scope, timing and funding will be determined by the Affected System Network Upgrade facilities study agreement. The Interconnection Facilities Study for such Affected System Network Upgrades shall start the day after Transmission Provider submits to the applicable Transmission Owner(s) an executed statement of work and purchase order.

Unless otherwise agreed and in a timely manner, Transmission Provider, Transmission Owner, and host transmission provider will enter into an Affected System Network Upgrade facilities study agreement, in the form of Appendix 17 to this GIP, and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and Affected System Network Upgrade(s) list scope to complete the Affected System Network Upgrade facilities study as well as payment terms such as deposit, invoicing and any further applicable terms.

Upon receipt from the Transmission Owner, Transmission Provider shall transmit to the host transmission provider a draft Affected System Network Upgrade facilities study report for Affected System Interconnection Customers for a comment window. A draft Affected System Network Upgrade facilities study

report may be posted by the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.10 Tender of Facilities Construction Agreement to Affected System Interconnection Customer/Multi-Party Facilities Construction Agreement to Affected System Interconnection Customer.

Transmission Provider shall tender to Affected System Interconnection Customer(s) a Facilities Construction Agreement/Multi-Party Facilities Construction Agreement, as applicable, in the form of Appendix 8 or 9 to this GIP within thirty (30) Calendar Days of providing the final Interconnection Facilities Study report. Affected System Interconnection Customer's failure to execute the Facilities Construction Agreement or Multi-Party Facilities Construction Agreement, as applicable, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position. Transmission Provider will drive the negotiation process with Transmission Owner(s) and Affected System Interconnection Customer(s) in accordance with the processes and timelines set forth in Section 11 of this GIP.

SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.

Prior to executing an GIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time

items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Definitive Planning Phase Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its Interconnection Request, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or a Party to the E&P Agreement terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission Owner may elect: (i) to take title to the equipment, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OTHER INTERCONNECTION STUDIES.

10.1 Optional Interconnection Study

10.1.1 Optional Interconnection Study Agreement.

Optional Interconnection Studies are for informational purposes only and are to be completed within an agreed upon time period using Reasonable Efforts. The request for an Optional Interconnection Study can be made on a stand-alone basis or in parallel with the processing of valid Interconnection Request. The request shall describe the assumptions that Interconnection Customer or MHVDC Connection Customer wishes Transmission Provider to study within the scope described in Section 10.1.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer or MHVDC Connection Customer must provide for each phase of the Optional Interconnection Study, and (ii) specify Interconnection Customer's or MHVDC Connection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the Optional Interconnection Study case. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request and shall continue processing the Interconnection Request in accordance with these GIP.

Interconnection Customer or MHVDC Connection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business

Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a deposit equal to sixty thousand dollars ($60,000.00) to Transmission Provider.

10.1.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer or MHVDC Connection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.1.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer or MHVDC Connection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to

complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

10.2 Provisional Interconnection Study

10.2.1 Scope of Provisional Interconnection Study

The Provisional Interconnection Study will consist of stability, short circuit, and voltage analysis to identify issues that would result if the Generating Facility were interconnected without project modifications or system modifications. The Provisional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide Energy Resource Interconnection Service on a provisional basis based upon the results of the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to coordinate the study with any affected systems that may be affected by the type of Interconnection Service that is being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Provisional Interconnection Study.

10.2.2 Provisional Interconnection Study Procedures

Transmission Provider must receive the information and milestones as described in Sections 7.9 and 7.9.1 prior to beginning the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to complete the Provisional Interconnection Study within a mutually agreed upon time. If Transmission Provider is unable to complete the Provisional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Actual cost of the Provisional Interconnection Study shall be paid by Interconnection Customer or MHVDC Connection Customer pursuant to Section 7.6.1. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Provisional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

SECTION 11. GENERATOR INTERCONNECTION AGREEMENT (GIA), FACILITIES CONSTRUCTION AGREEMENT (FCA), AND MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT (MPFCA).

11.1 Tender.

Except as provided in Section 3.12.6 and 11.1.1, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, draft JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), together with draft appendices completed to the extent practicable, within five (5) Business Days after issuance of the applicable first portion of the Interconnection Facilities Study report and Final System Impact Study report.

Throughout this Section 11, the applicable Interconnection Facilities Study for a GIA shall be the Interconnection Facilities Study that was initiated for that project in DPP Phase II. For EGIAs or LLGIAs, this shall be the applicable Interconnection Facilities Study initiated through ERAS or LARS. Throughout this Section 11, the applicable Interconnection Facilities Study for a Network Upgrade that is addressed in a FCA or MPFCA or GIA shall be the Interconnection Facilities Study performed for that Network Upgrade. For Interconnection Requests initiated through LARS, the Final System Impact Study shall be the LARS System Impact Study.

At the request of any Party, and except for Interconnection Requests for an ERAS, LARS, or ZG Interconnection Request, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, JTIQ Service Agreement(s), draft FCA(s), together with draft appendices completed to the extent practicable, within ten (10) Calendar Days of receiving such request, provided such request is received after the completion of Interconnection Customer Decision Point II and issuance of the draft Phase II Interconnection Facilities Study. The draft GIA and, as applicable, draft FCA and the Transmission Provider's JTIQ Service Agreement(s), shall be in the form of the Transmission Provider's current *pro forma*. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft GIA, the draft GIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer.

11.1.1 Common Use Upgrades and Multi-Party Facilities Construction Agreements.

In the event that the Final System Impact Study report indicates that more than

one Interconnection Request causes the need for Network Upgrades or System Protection Facilities, Transmission Provider shall determine whether such Network Upgrades or System Protection Facilities are Common Use Upgrades requiring the use of a MPFCA. No later than ten (10) Calendar Days after issuance of the Final System Impact Study report and the applicable final Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA, Transmission Provider shall tender the draft MPFCA to all Interconnection Customers that create the need and share the responsibility for the Common Use Upgrade. If Transmission Provider determines that an Interconnection Customer should be added to an MPFCA as a party, Transmission Provider shall tender a draft MPFCA to the prospective Interconnection Customer and include the prospective Interconnection Customer in Group Studies as applicable.

Upon the written request of all Interconnection Customers that are Party to the MPFCA, Transmission Provider shall tender the MPFCA within ten (10) Calendar Days of receiving such written request, provided such request is received after issuance of: (i) the Final System Impact Study report; and (ii) the applicable draft Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA.

11.2 Negotiation.

Interconnection Customer and Transmission Owner shall return comments on the draft GIA, and as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) within twenty (20) Business Days, or for Interconnection Requests in an ERAS five (5) Business Days, or for Interconnection Requests in LARS ten (10) Business Days, of receipt of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s), along with the completion of the parts of the appendices for which Interconnection Customer is responsible. Within ten (10) Business Days after the comments are submitted, or for Interconnection Requests in an ERAS or

seeking ZG Interconnection Service five (5) Business Days, or for Interconnection Requests in LARS five (5) Business Days, Transmission Provider shall tender a revised draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties, together with draft appendices.

The Parties shall begin negotiations concerning the appendices to the GIA, and, as applicable, FCA(s) and/or MPFCA(s) upon tender of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties in accordance with the terms of Section 11.1 of this GIP. Except as provided in Section 11.2.1 of this GIP, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA for no more than forty (40) Business Days after issuance of the Final System Impact Study report. For Interconnection Requests in an ERAS or those seeking ZG Interconnection Service twenty (20) Business Days from notice to proceed in Section 3.9.4 or 3.11.3 of these GIP. For Interconnection Requests in LARS fifteen (15) Business Days from tender of the draft GIA as defined in 3.12.6 of these GIP. Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate draft FCA(s) and/or MPFCA(s) for no more than forty (40) Business Days after issuance of the applicable final Interconnection Facilities Study reports applicable to the FCA(s) and/or MPFCA(s) that are subject to negotiation and the Final System Impact Study report.

If Interconnection Customer, Transmission Owner or Transmission Provider determines that negotiations are at an impasse, it may request termination of the negotiations by providing written notice to the other parties at any time after tender of the draft GIA, and, as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) pursuant to Section 11.1 and request submission of the unexecuted GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. The Interconnection Customer, Transmission Owner or

Transmission Provider may request such termination and request for an unexecuted filing during the negotiation period established in this Section 11.2 and under the negotiation period established in Section 11.2.1 of this GIP, as applicable. If an Interconnection Customer requests termination of its negotiations, but within thirty (30) Calendar Days thereafter fails to request the filing of the unexecuted GIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), it shall be deemed to have withdrawn its Interconnection Request.

11.2.1 Optional negotiation period adjustment for Interconnection Facilities Study or Affected Systems Study results.

Except for Interconnection Requests in an ERAS, LARS, or those seeking ZG Interconnection Service, the Interconnection Customer may postpone the start of the negotiation period for the GIA, and as applicable, draft FCA(s) and/or MPFCA(s), until the later of the issuance of the applicable final Interconnection Facilities Study report or the issuance of the Affected Systems Study Report. Interconnection Customer shall make such election by providing written notice to the Transmission Provider prior to the posting of the Final System Impact Study report. If Interconnection Customer makes such election, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA and as applicable, JTIQ Commitment Agreements, draft FCA(s) and/or MPFCA(s), for no more than forty (40) Business Days after the later of the issuance of the final applicable Interconnection Facilities Study or issuance of the Affected System Study Report.

11.3 Execution and Filing.

Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final GIA, and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and/or final MPFCA(s) prepared for execution by the parties within fifteen (15) Business Days after the completion of the forty (40)

Business Day negotiation period in accordance with Section 11.2 of this GIP. For Interconnection Requests for an ERAS or ZG Interconnection Service, the Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final EGIA or ZGIA within ten (10) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. For LARS Interconnection Requests, the Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final LLGIA executed by Transmission Provider, within fifteen (15) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. Within forty-five (45) Calendar Days of tender of the final GIA or ZGIA, and within fifteen (15) Business Days for LLGIA and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer and Transmission Owner shall either: (i) execute the tendered GIA or ZGIA or LLGIA, and, as applicable, final JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s); or (ii) request in writing that Transmission Provider file with FERC the GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form.

If Interconnection Customer has neither executed the GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), nor requested filing of the GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form within forty-five (45) Calendar Days, or for Interconnection Requests in an ERAS ten (10) Business Days, or for Interconnection Requests in LARS fifteen (15) Business Days, of tender of the final GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer shall be deemed to have withdrawn its Interconnection Request. The Interconnection Customer's forty-five (45) Calendar Day deadline for execution will not reset in the event that an additional change is made to the GIA, LLGIA, or ZGIA, JTIQ Service Agreement(s), FCA, or MPFCA after circulation for

execution.

Within ten (10) Business Days after receiving from the Interconnection Customer(s) and the Transmission Owner either the executed tendered GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or the request to file an unexecuted GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), Transmission Provider shall report or file the GIA, ~~or~~ ZGIA or LLGIA~~,~~ and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC, together with its explanation of any matters as to which Interconnection Customer, Transmission Owner and Transmission Provider disagree and support for the costs that Transmission Owner proposes to charge to Interconnection Customer under the GIA, ~~or~~ ZGIA~~,~~ or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s). An unexecuted GIA, ~~or~~ ZGIA or LLGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), shall contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request.

Within one-hundred and eighty (180) Calendar Days after receipt of the final GIA Interconnection Customer shall provide Transmission Provider with reasonable evidence that one or more of the following milestones in the development of the Generating Facility has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an authorized officer from or agent of Interconnection Customer attesting that Interconnection Customer owns the Generating Facility and it is required to serve load; or (v) documentation of application for all necessary state and local air,

water, land, federal nuclear, and/or Environmental Law permits and that the application is proceeding per regulations.

11.4 Commencement of Interconnection Activities.

If Interconnection Customer executes the final GIA, ~~or~~ ZGIA~~,~~ or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) Transmission Provider, Transmission Owner and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA, ~~or~~ ZGIA~~,~~ or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), subject to modification by FERC. Unless otherwise agreed by all Parties, upon submission of an unexecuted GIA, ~~or~~ ZGIA or LLGIA~~,~~ and, as applicable, unexecuted tendered JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), the Parties shall promptly comply with the unexecuted GIA, ~~or~~ ZGIA or LLGIA~~,~~ and, as applicable, unexecuted JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), subject to modification by FERC. As applicable, compliance with the terms of such unexecuted JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or execution and performance under a JTIQ Service Agreement(s), FCA and/or MPFCA will be a requirement under the GIA, LLGIA or ZGIA.

11.5 Special Considerations.

The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement will be updated on a quarterly basis, and determined by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service. This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability as described in Attachment C of this Tariff with dispatch and optimization algorithms posted on the MISO internet site. Limits will be posted on the Transmission Provider's OASIS site, and operation above those limits will be deemed as unauthorized use of the transmission system and

subject to provisions in this Tariff surrounding that use. Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and future Network Upgrade cost responsibilities.

11.6 Quarterly Operating Limit Studies.

Interconnection Customers subject to Quarterly Operating Limits shall be responsible for the cost of performing the required quarterly studies. Interconnection Customers shall submit a Quarterly Operating Limit study deposit in the amount of $10,000 sixty (60) Calendar Days prior to the start of the first applicable binding quarter. Any difference between the study deposit and the actual cost of the applicable Quarterly Operating Limit studies shall be paid by, or refunded to, the Interconnection Customer. MISO will refund any difference the quarter following the Interconnection Customer no longer being subject to Quarterly Operating Limits.

SECTION 12. CONSTRUCTION OF TRANSMISSION OWNER'S OR AFFECTED SYSTEM TRANSMISSION OWNER'S INTERCONNECTION FACILITIES, SYSTEM PROTECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES.

12.1 Schedule.

Transmission Owner, Interconnection Customer, and, as applicable, Interconnection Customers in an MPFCA and a Transmission Owner that is an Affected System and, at its election, Transmission Provider shall negotiate in good faith concerning a schedule for the construction of the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Network Upgrades, Common Use Upgrades, and the Stand-Alone Network Upgrades, excluding JTIQ Upgrades. Interconnection Customer and Transmission Owner shall each provide the other Parties its detailed construction

schedule.

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, if any, and Network Upgrades, including any Common Use Upgrades. If the time required to build the facilities described in the GIA, and, as applicable, FCA(s) and/or MPFCA(s), excluding JTIQ Upgrades, is greater than the time between execution of the GIA, and, as applicable, FCA(s) and/or MPFCA(s) and the requested In-Service Date, the In-Service Date will be adjusted through the milestones delineated in the GIA, and as applicable, FCA(s) and/or MPFCA(s) appendices prior to the execution of the Generator Interconnection Agreement.

12.2.2 Advance Construction of Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades that are an Obligation of an Entity other than Interconnection Customer

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to

support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades, to the extent it is obligated for any such construction, to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner: (i) any associated expediting costs and (ii) the cost of such Network Upgrades, System Protection Facilities or Distribution Upgrades. Transmission Owner will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s). Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Owner has not refunded to Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. Transmission Owner shall forward to Interconnection Customer (with copy to Transmission Provider) the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. Transmission Owner then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s).

12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of Transmission Provider

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution

Upgrades that: (i) are necessary to support such In-Service Date, including those listed as a contingent element in the Interconnection Customer's GIA, and, as applicable, FCA(s) and/or MPFCA(s); and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any per Attachment FF, for any expediting costs paid associated with the Network Upgrades.

12.2.4 Amended Interconnection System Impact and/or Interconnection Facilities Study

The Interconnection System Impact Study resulting from the Definitive Planning Phase and/or Interconnection Facilities Study(ies) will be amended to determine the facilities necessary to support the requested In-Service Date. Any amended study will follow the procedures provided in the GIP, as applicable, regarding such study and study cost, and include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any Party to another Party prior to the execution of a GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s).

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Section warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s); or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s). Information designated as

Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

13.1.2 Release of Confidential Information

No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements) employees, agents, consultants, or to non-parties who may be or considering providing financing to or equity participation with Interconnection Customer or MHVDC Connection Customer, or to potential purchasers or assignees of Interconnection Customer or MHVDC Connection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties

By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party

nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of the GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 13.1. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the

receiving Party breaches or threatens to breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to FERC, Its Staff, or a State.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to these GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. The Party is prohibited from notifying the other Parties prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112.

Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

13.1.9 Subject to the exception in Section 13.1.8, any information that a disclosing Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under the GIP or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the receiving Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

13.1.11 At the Interconnection Customer's or MHVDC Connection Customer's election, Transmission Provider shall cause the party in lawful possession of Confidential Information to, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under the GIP. Transmission Provider shall remain primarily liable to Interconnection Customer or MHVDC Connection Customer for the performance of such subcontractors and compliance with its obligations of the GIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and for no other purpose.

13.3 Obligation for Study Costs.

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or MHVDC Connection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

In the event Interconnection Customer's or MHVDC Connection Customer's project is withdrawn, terminated or suspended, Transmission Provider shall not be required to refund any unused portion of the study deposit paid to enter the Definitive Planning Phase that is necessary to account for study costs associated with the project or restudy costs associated with any affected lower-queued projects, any other project with which Interconnection Customer's or MHVDC Connection Customer's project shares responsibility for funding a Common Use Upgrade, or, in the event the project is included in a Group Study, any other affected projects in the Group Study. Unused study deposits from the Definitive Planning Phase that are not otherwise required due to the withdrawals, termination or suspension of the project will be refunded upon Commercial Operation.

13.4 Non-Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer or MHVDC Connection Customer receives notice pursuant to the GIP that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer or MHVDC Connection Customer receives neither the Interconnection Study nor a notice under the GIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer or MHVDC Connection Customer may require Transmission Provider or its agent to utilize a consultant reasonably acceptable to Interconnection Customer or MHVDC Connection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer or MHVDC Connection Customer, or on its own

volition.

In all cases, use of a consultant shall be in accord with Article 26 of the GIA or ZGIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's or MHVDC Connection Customer's pending Interconnection Request and not interfere with the Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer or MHVDC Connection Customer requests use of a consultant to perform such Interconnection Study, Interconnection Customer or MHVDC Connection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's or MHVDC Connection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such consultant contract may be entered into with either Interconnection Customer or MHVDC Connection Customer or Transmission Provider at the Transmission Provider's discretion. In the case of (iii), Interconnection Customer or MHVDC Connection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such consultant study. Such consultant shall be required to comply with the GIP, Article 26 of the GIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such consultant and Interconnection Customer or MHVDC Connection Customer to

complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s), the GIP, or their performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted in accordance with the dispute resolution procedures of the Tariff. In the event the designated representatives are able to resolve the claim or dispute within the above-described thirty (30) Calendar Day period, the disputing Party shall submit a written explanation of the resolution to the non-disputing Parties and shall obtain the written acknowledgement and acceptance from each non-disputing Party.

Disputes received after the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s) has been tendered for execution pursuant to section 11.1 of this GIP will not affect any applicable deadline pursuant to Section 11.2 of this GIP.

13.5.2 Non-binding Dispute Resolution

If a Party has submitted a Notice of Dispute pursuant to section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue binding dispute resolution, a Party may request that Transmission Provider engage in non-binding dispute resolution pursuant to this section by providing written notice to the Transmission Provider and other Party ("Request for Non-binding Dispute Resolution"). Such request shall not require the agreement of any other Party to proceed. The process set forth in this section shall serve as an alternative to, and not a replacement of, any other dispute resolution procedures contained within Attachment HH or otherwise authorized by the Tariff. Within 30 days of receipt of a Request for Non-binding Dispute Resolution pursuant to this Section, the Transmission Provider shall appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. Such decision-maker shall be authorized only to interpret and apply the provisions of the GIP, GIA or ZGIA, and as applicable, FCA(s) and/or MPFCA(s), and shall have no power to modify or change any provision of the GIP, GIA, ZGIA FCA(s) or MPFCA(s) in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in this Nonbinding Dispute Resolution Process in future dispute resolution processes under the Tariff, including in arbitration, or in a Federal Power Act section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute. Non-binding dispute resolutions conducted pursuant to this

section shall adhere to any procedural and timing requirements set forth in the Generator Interconnection Business Practices Manual unless all parties to such dispute agree to modify such rules.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Owners That Own Facilities Financed by Local Furnishing Bonds.

This provision is applicable only to a Transmission Owner that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of the GIP or GIA, and, as applicable, ZGIA(s), FCA(s) and/or MPFCA(s), Transmission Provider and Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer or MHVDC Connection Customer pursuant to this GIA or ZGIA and GIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer or MHVDC Connection Customer could jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service. Transmission Provider shall notify Transmission Owner who then shall confirm the tax-exempt status of any local furnishing bond(s) used by Transmission Owner and shall advise Interconnection Customer or MHVDC Connection Customer

and Transmission Provider within thirty (30) Calendar Days of Transmission Provider's notice to Transmission Owner. Interconnection Customer or MHVDC Connection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Transmission Provider's Tariff.

SECTION 14. FAST TRACK PROCESS.

14.1 Applicability.

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission System if the Small Generating Facility is no larger than 5 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Appendix 3 of this GIP, or Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

14.1.1 Capacity of the Small Generating Facility

The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of

injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

14.2 Initial Review.

Within fifteen (15) Business Days after Transmission Provider notifies Interconnection Customer it has received a complete Interconnection Request, Transmission Provider shall perform an initial review using the screens set forth below, shall notify Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens.

14.2.1 Screens.

14.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission System or Distribution System that is subject to the Transmission Provider's control under the Tariff.

14.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the relevant substation. A line section is that portion of a Transmission Provider controlled electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

14.2.1.3 For interconnection of a proposed Small Generating Facility to the

load side of spot network protectors, the proposed Small Generating Facility must use an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or 50 kW.

14.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

14.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed eighty-seven and one half percent (87.5%) of the short circuit interrupting capability; nor shall the interconnection proposed for a circuit that already exceeds eighty-seven and one half (87.5%) of the short circuit interrupting capability.

14.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

14.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

14.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.

14.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (*e.g.*, three or four transmission busses from the Point of Interconnection).

14.2.1.10 No construction of facilities by Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.

14.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and Transmission Provider will provide

Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.3 If the proposed interconnection fails the screens, but Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, Transmission Provider shall provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.4 If the proposed interconnection fails the screens, but Transmission Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless Interconnection Customer is willing to consider minor modifications or further study, Transmission Provider shall provide Interconnection Customer with the opportunity to attend a customer options meeting.

14.3 Customer Options Meeting.

If Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify Interconnection Customer of that determination within five (5) Business Days after that determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Transmission Provider's determination, Transmission Provider shall offer to convene a customer options meeting with Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to

be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, Transmission Provider shall:

14.3.1 Offer to perform facility modifications or minor modifications to the Transmission System (*e.g.*, changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission System, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten (10) Business Days of the customer options meeting; or

14.3.2 Offer to perform a supplemental review in accordance with Section 14.4 and provide a non-binding good faith estimate of the costs of such review; or

14.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the Attachment X Generator Interconnection Procedures.

14.4 Supplemental Review.

14.4.1 To accept the offer of a supplemental review, Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the Attachment X Generator

Interconnection Procedures unless it is withdrawn by the Interconnection Customer.

14.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 14.4.4.

14.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission Provider will return such excess within 20 Business Days of the invoice without interest.

14.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 14.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 14.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility (the Attachment X Generator Interconnection

Procedures); or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

14.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 14.4.4.

14.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 14.4.1.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

14.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the

net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

14.4.4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

14.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

14.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

14.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

14.4.4.3.2 Whether the loading along the line section is uniform or even.

14.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

14.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

14.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

14.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

14.4.5 If the proposed interconnection passes the supplemental screens in sections 14.4.4.1, 14.4.4.2, and 14.4.4.3 above, the Interconnection

Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 14.4.5.1 and 14.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the Attachment X Generator Interconnection Procedures consistent with section 14.4.5.3 below.

14.4.5.1 If the proposed interconnection passes the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above and does not require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be provided within ten Business Days after the notification of the supplemental review results.

14.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.

14.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens

in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the Attachment X Generator Interconnection Procedures unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 15. PROVISIONS FOR CONNECTION TO HVDC FACILITIES SUBJECT TO SECTION 27A OF THE TARIFF.

Interconnection Requests to HVDC Facilities that are subject to Section 27A of the Tariff shall follow the same process as detailed in Sections 2 through 13 of the GIP, except as specified in this Section 15.

15.1 Availability of ER Interconnection Service and NR Interconnection Service for HVDC Facilities subject to Section 27A of this Tariff.

ER Interconnection Service and NR Interconnection Service are both available for HVDC Facilities subject to Section 27A of this Tariff. In the case where Interconnection Customer identified a point-to-point transmission service request under Section 27A of this Tariff, NR Interconnection Service will qualify the Generating Facility to be designated as a Network Resource so long as (and to the extent that) HVDC Service is confirmed across the HVDC Facilities. NR Interconnection Service will be limited to the confirmed megawatts in the transmission service request. When applicable, the HVDC Service requirement will be listed in Appendix A of the GIA, and such listing will be added during the negotiation phase of the document, as set forth in Section 11.2 of the GIP.

SECTION 16. PROVISIONS FOR OBTAINING INJECTION RIGHTS AND

THEIR CONVERSION TO EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE

16.1 Request for Injection Rights

MHDVC Connection Customers electing to request Injection Rights on the Transmission System pursuant to the procedures set forth in Section 3.2.3 of Attachment GGG to the Tariff shall make such requests for Injection Rights by submitting to Transmission Provider a completed Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). The MHVDC Connection Customer must select "Injection Rights" in Appendix 1 and shall include all other relevant information required by Appendix 1 and its attachments. Requests for Injection Rights shall be studied and granted by Transmission Provider pursuant to the terms and conditions of the GIP, including requisite milestones and study deposits within the prescribed schedule deadlines.

Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not convey transmission service or Interconnection Service to the MHVDC Connection Customer or any other entity. Any such Injection Rights granted by Transmission Provider, and any increases or reductions to those Injection Rights, shall be documented in Appendix F to the Transmission Connection Agreement. Requests for Injection Rights will be treated similar to requests for Interconnection Service from a queue priority perspective.

16.2 Conversion of Injection Rights to External Network Resource Interconnection Service

Before an Interconnection Customer with an Existing Generating Facility that is external to the Transmission System may offer energy or capacity across the MHVDC Transmission Line

into the MISO markets, the Injection Rights granted pursuant to Section 3.2.3 of Attachment GGG to the Tariff and this Section 16 must be converted to external Network Resource Interconnection Service and transferred to that Interconnection Customer. Upon the request of an Interconnection Customer with an Existing Generating Facility for external Network Resource Interconnection Service via the MHVDC Transmission Line, Transmission Provider will convert the Injection Rights to external Network Resource Interconnection Service in an amount up to, but not greater than, the capacity of the MHVDC Transmission Line, and transfer that amount of external Network Resource Interconnection Service to that Interconnection Customer, subject to the conditions set forth below.

Prior to effectuating this conversion, Transmission Provider must receive the following information:

(a) from the Interconnection Customer seeking conversion:

(i) a request for external Network Resource Interconnection Service pursuant to Appendix 1 of Attachment X, by including the requested MW quantity to be converted and transferred;

(ii) documentation of the agreement between the Interconnection Customer and the MHVDC Connection Customer authorizing the conversion and transfer of the requested amount of Injection Rights;

(iii) documentation that the Interconnection Customer has long-term firm transmission service from the Existing Generating Facility to the Point of Connection, including any transmission service agreements over the MHVDC Transmission Line, that complies with the requirements included in the Service Agreement for Network Resources Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 of Attachment X; and

(b) from the MHVDC Connection Customer that holds the Injection Rights being converted:

(i) documentation of the MHVDC Connection Customer's procedures for the allocation of Injection Rights to Interconnection Customers, which shall be non-discriminatory and consistent with the Commission's approval of the

MHVDC Connection Customer's right to charge negotiated (market based) rates for service on the applicable MHVDC Transmission Line.

Upon receipt of the required information, Transmission Provider will convert the requested amount of the MHVDC Connection Customer's Injection Rights into external Network Resource Interconnection Service and grant the external Network Resource Interconnection Service to the Interconnection Customer, subject to the Interconnection Customer executing the Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 to Attachment X. All terms and conditions of such Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility and all the terms and conditions of Attachment X, including the rights to termination of Interconnection Service, shall apply to the Interconnection Customer's external Network Resource Interconnection Service granted under this Article 16. After conversion of the Injection Rights, Transmission Provider shall document any remaining Injection Rights in Appendix F of the MHVDC Connection Customer's Transmission Connection Agreement and shall post the Interconnection Customer's external Network Resource Interconnection Service pursuant to the posting guidelines contained in Attachment X.

A request by an Interconnection Customer for a conversion of Injection Rights into external Network Resource Interconnection Service pursuant to this Section 16.2, shall not require any additional studies in the Definitive Planning Phase to the extent such studies have been performed as part of the MHVDC Connection Customer's request for Injection Rights. To the extent the MHVDC Connection Customer made the Definitive Planning Phase Milestone Payments (M2, M3, and M4) required in connection with its request for Injection Rights and evaluation, an Interconnection Customer obtaining a conversion to external Network Resource Interconnection Service based on the same request for Injection Rights shall not be required to make any additional Milestone Payments to Transmission Provider.

Any conversion to external Network Resource Interconnection Service under this Section 16.2 shall occur within three (3) years from the Commercial Operation Date for the MHVDC

Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement. Failure to convert any amount of the Injection Rights to external Network Resource Interconnection Service within the time period specified above shall result in termination of Injection Rights with respect to such unconverted amount. In the event any external Network Resource Interconnection Service obtained pursuant to this Section 16 terminates more than three (3) years after the Commercial Operation Date for the MHVDC Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement, such terminated external Network Resource Interconnection Service may not revert back to Injection Rights.

SECTION 17. FACILITIES SERVICE AGREEMENT.

In the event that the Transmission Owner elects to fund the capital for the Network Upgrades and the Transmission Owner's System Protection Facilities, the Interconnection Customer, Transmission Owner, and Transmission Provider shall enter into a Facilities Service Agreement to memorialize the terms of repayment for those Network Upgrades and Transmission Owner's System Protection Facilities that the Transmission Owner elected to self-fund. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X of the MISO Tariff. The Facilities Service Agreement shall be subject to the terms and conditions of Attachment X, including the rights to termination of Interconnection Service. The Interconnection Customer and/or the Transmission Owner may request in writing that Transmission Provider file the Facilities Service Agreement with FERC in unexecuted form.

APPENDICES TO GIP

APPENDIX 1	INTERCONNECTION REQUEST FOR A GENERATING FACILITY
APPENDIX 2	RESERVED
APPENDIX 3	CERTIFICATION CODES AND STANDARDS AND CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES
APPENDIX 4	APPLICATION, PROCEDURES, AND TERMS AND CONDITIONS FOR INTERCONNECTING A CERTIFIED INVERTER-BASED SMALL GENERATING FACILITY NO LARGER THAN 10 KW (“10 KW INVERTER PROCESS”)
APPENDIX 5	OPTIONAL INTERCONNECTION STUDY AGREEMENT
APPENDIX 6	STANDARD GENERATOR INTERCONNECTION AGREEMENT
APPENDIX 7	INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT
APPENDIX 8	FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 9	MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 10	INTERCONNECTION STUDY MODEL REVIEW FORM
APPENDIX 11	MONITORING AND CONSENT AGREEMENT
APPENDIX 12	ENERGY DISPLACEMENT AGREEMENT
APPENDIX 13	EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE AGREEMENT
APPENDIX 14	FACILITIES SERVICE AGREEMENT
APPENDIX 15	RESERVED
APPENDIX 16	AFFECTED SYSTEM STUDY AGREEMENT
APPENDIX 17	AFFECTED SYSTEM NETWORK UPGRADE FACILITIES STUDY

AGREEMENT

APPENDIX 18 JTIQ COMMITMENT AGREEMENT

APPENDIX 19 ZG INTERCONNECTION AGREEMENT

APPENDIX 1 TO GIP

INTERCONNECTION REQUEST

1. [The undersigned Interconnection Customer submits this request to interconnect its Generating Facility, located in _____ County, [_____ State], with the Transmission System pursuant to the Tariff.] or;

[The undersigned MHVDC Connection Customer submits this request for Injection Rights for its MHVDC Transmission Line, located in _____ County, [_____ State], with the Transmission System pursuant to a Tariff.];

[The undersigned Interconnection Customer submits this request to interconnect its Generating Facility, located in _____ County, [_____ State], located in _____ County, [_____ State], with the Transmission System pursuant to the Tariff as part of a LARS Application.]

2. This Interconnection Request is for (check one):

_____ Proposed new Generating Facility

_____ Increase in the generating capacity or a Material Modification of an Existing Generating Facility

_____ Replacement of Existing Generating Facility with no increase in capacity

_____ Interconnection Request made in connection with a Generating Facility proposed for inclusion in a resource solicitation process

_____ Network Resource Interconnection Service for a Generating Facility in Commercial Operation or with an executed GIA

_____ Generating Facility requesting Surplus Interconnection Service

_____ Fast Track Process for Small Generating Facility

_____ Injection Rights associated with a new MHVDC Transmission Line

_____ Expedited Resource Addition Study

_____ Generating Facility requesting ZG Interconnection Service~~;~~

_____ Large Load Addition Resource Study;

3. The type of interconnection service requested is (check one as appropriate):

_____ Energy Resource Interconnection Service only

_____ Network Resource Interconnection Service (includes Energy Resource Interconnection Service)

_____ Network Resource Interconnection Service only for an Existing Generating Facility

_____ Network Resource Interconnection Service in connection with a resource solicitation process

_____ Surplus Interconnection Service

_____ External Network Resource Interconnection Service (E-NRIS) for projects connecting to a Distribution System or non-MISO transmission system

_____ ZG Interconnection Service for a Generating Facility with ZG Associated Load;

4. Interconnection Customer provides the following definitive information:

a. Specific address or location (use closest street or intersection if no address is available) for the proposed new Generating Facility site or, in the case of an Existing Generating Facility, the name and specific location of the Existing Generating Facility (provide a site map and GPS coordinates);

Address: _____

City: _____ State: _____ Zip Code: _____

GPS Coordinates: _____N_____W

b. Specific address or location (use closest street or intersection if no address is available) for the LARS Associated Load site (provide a site map and GPS coordinates);

Address: _____

City: State: Zip Code:

GPS Coordinates: N W

~~b~~c. The following specific information related to the Interconnection Service Requested:

Required Information Related to Interconnection Request			**Additional Information/Documentation**
Installed Generating Facility Capacity (Maximum Gross Output)	Summer (MW/MVAR): ____/____	Winter (MW/MVAR): ____/____	
Existing Interconnection Service, if any	ERIS: (MW/MVAR): ____/____	NRIS: (MW/MVAR): ____/____	Provide GIA, and SIS report for Existing Generating Facility
New Interconnection Service or Increase in Existing Interconnection Service Requested (Maximum Injection at POI)	ERIS (New) (MW/MVAR): ____/____ or ERIS (Increase) (MW/MVAR): ____/____	NRIS (New) (MW/MVAR): ____/____ or NRIS (Increase) (MW/MVAR): ____/____	Requested total ERIS must be less than or equal to Installed Generating Facility Capacity. Requested total NRIS must be less than or equal to total requested ERIS.
Station Service Load, if any	Summer (MW/MVAR): ____/____	Winter (MW/MVAR): ____/____	
Surplus Interconnection Service Requested (No increase in Existing Interconnection Service)	Surplus Interconnection Service (MW/MVAR): ____/____		SIS report for existing unit and written statement pursuant to Section 6 of this Interconnection Request

"NRIS only"/ External NRIS	NRIS Only (MW/MVAR): ____/____	External-NRIS (MW/MVAR): ____/____	CP Node: _____ Point of Interconnection: _____ Bus Number in Power Flow Models: _____
ZG Interconnection Service Requested	ZG Interconnection Service (MW/MVAR): ____/____		The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.
NRIS Service requested for Processing through LARS	LARS Interconnection Service (MW/MVAR): ____/____		The amount of NRIS is limited and shall be not less than 200 MW and not exceed 150% of the LARS Associated Load's peak demand expected over any one-hour period; The load MW: _____ The percentage: _____

~~c~~d. A description of the equipment configuration (i.e. Number of generators/inverters and number of Intermediate Step-up transformers, is this phase 2 of an existing project, etc.) for the entire Generating Facility:

~~d~~e. Generating Facility Commercial Operation Date_____, Synchronization Date_____, ~~and~~ required Interconnection Facilities In-Service Date_____ ~~by day, month, and year~~;

f. For LARS Interconnection Requests, anticipated Service Commencement for LARS Associated Load _____, by day, month, and year;

~~e~~g. Name, address, telephone number, and e-mail address of the Interconnection Customer. If the Interconnection Customer has designated an agent, include its agent's contact person:

Interconnection Customer

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

Interconnection Customer's Agent (if applicable)

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

Agent's contact person:_____;

LARS Associated Transmission Customer (for LARS Application))

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

LARS Associated Load Contact (for LARS Application)

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

~~f~~h. An Internal Revenue Service Form W-9 or comparable state-issued document for

the Interconnection Customer submitting this Interconnection Request;

~~g~~i. As applicable, documentation proving the existence of a legally-binding relationship between the Interconnection Customer and any entity with a vested interest in this Interconnection Request (*e.g.*, a parent company, a subsidiary, or financing company acting as agent for the Interconnection Customer) that the Interconnection Customer reasonably anticipates may claim rights or authority under this Interconnection Request. Such documentation may include but is not limited to the Interconnection Customer's Articles of Organization and Operating Agreement describing the nature of the legally-binding relationship;

j. An agreement executed by the Interconnection Customer and the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility for which LARS processing is sought is intended to be used to provide energy to the LARS Associated Load. Such agreement shall meet the requirements of Section 3.12.2 of the Generator Interconnection Procedures (for LARS Application);

k~~h~~. Interconnection Customer's banking information, or the banking information of any entity with a legally-binding relationship to the Interconnection Customer, in accordance with Section 4(f) of this Appendix 1, that wishes to make payments and receive refunds on behalf of the Interconnection Customer and in association with this Interconnection Request;

Bank Name:_____

Account Holder Name:_____

ABA number:_____

Account Number:_____

Company:_____

Tax Reporting Name:_____

Tax ID:_____

Address:_____

City:_____

State:_____

Zip:_____

Phone:_____

Email:_____

~~i~~l. Location of the proposed Point of Interconnection including the substation name or the name of the line to be tapped (including the voltage), the estimated distance from the substation endpoints of a line tap, address, and GPS coordinates (Not applicable to External NRIS Applications)

POI substation name:_____ or

POI line name: _____(endpoint 1) to _____(endpoint 2)

POI Distance from endpoint 1: _____miles

POI Distance from endpoint 2: _____miles

Interconnection voltage: ____kV

POI MTEP substation bus number: _____ or

POI MTEP endpoint 1 bus number: _____

POI MTEP endpoint 2 bus number: _____

POI MTEP circuit ID: _____

Address: _____

City: _____ State: _____ Zip Code: _____

GPS Coordinates:_____N _____W

Local Resource Zone of POI: _____

The attestation required by Section 3.12.1 of the Generator Interconnection

Procedures confirming agreement upon the Point of Interconnection for the Generating Facility (for LARS Application)

~~j~~m. Generating Facility Data (set forth in Attachment A);

~~k~~n. Fuel Source(s) [Check all that are applicable]:

□ Coal	□ Nuclear	□ Storage, specify type: _____
□ Hydro	□ Oil	□ Wind
□ Natural Gas	□ Solar	□ Other, specify type: _____

Describe the configuration of Generating Facility utilizing more than one fuel source:

_____

_____;

If the proposed Generating Facility includes storage device(s), indicate whether the storage device(s) will be charged using energy from the Transmission System at any time: Yes _____ or No _____. If Yes, specify maximum MW that will be withdrawn from the Transmission System at any time: _____MW. If Yes, specify the peak load charging case (check one):

____ Will charge in the peak load study case

____ Will not charge in the peak load study case;

~~l~~o. Qualifying Facility status including an indication of state and / or federal qualifications that have been met (optional);

~~m~~p. If this Interconnection Request is made in connection with a resource solicitation process, attach a copy of a written agreement assigning the Interconnection

Customer's rights under the GIP to the solicitor of the process and granting the solicitor the right to act as the Interconnection Customer's agent for all purposes in the GIP;

~~n~~q. If this Interconnection Request is for Surplus Interconnection Service, attach a copy of the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system. If no such study is available, indicate this by checking the appropriate box below.

□ Study Attached (if this box is checked, a copy of the study must be included as an attachment to this Interconnection Request); or

□ No previous study is available;

~~o~~r. Energy Displacement Agreement (Appendix 12) and Monitoring and Consent Agreement (Appendix 11). In order for a surplus Interconnection Request to remain valid, the Energy Displacement Agreement and Monitoring and Consent Agreement must be submitted prior to the conclusion of Generator Interconnection Agreement negotiations, pursuant to Section 11 of this GIP;

~~p~~s. Primary frequency response operating range for electric storage resources;

~~q~~t. If this Interconnection Request is for Generating Facility Replacement, Interconnection Customer must submit:
Planned or Actual date of cessation of operation for the Existing Generating Facility:_____
Expected Commercial Operation Date for the Replacement Generating

Facility:_____

_____ (check if applicable) Interconnection Customer requests MISO to perform Attachment Y equivalent study in the Reliability Assessment Study;

~~t~~u. For Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another Interconnection Request or existing project, a consent agreement meeting the requirements of Section 3.3.1.4 of the GIP and the Generator Interconnection Business Practices Manual executed by all Interconnection Customers affiliated with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities.

_____ (check if applicable) Interconnection Customer proposes either to (1) share Interconnection Customer Interconnection Facilities with a separate Interconnection Request or existing project and has attached a fully executed consent agreement to this Interconnection Request or; (2) share a single Interconnection Request with another Interconnection Customer using a Shared Interconnection Request.

If Interconnection Customer Interconnection Facilities will be shared, the MISO Project Number(s) of other Existing Generating Facilities or Interconnection Requests with which Interconnection Customer Interconnection Facilities will be shared shall be listed below. If no project number is available for any of the other Generating Facilities with which Interconnection Customer Interconnection Facilities will be shared, state the name of the Interconnection Customer and describe the applicable Generating Facilities below.

_____

_____

_____

_____

~~s~~v. For Interconnection Requests seeking processing through an Expedited Resource Addition Study, identify the resource adequacy deficiency (i.e. the county and

state, the associated electrical bus location(s), the Local Resource Zone, and the peak MW demand of the load and/or reliability need) that the Generating Facility claims to address, the RERRA (if applicable), and include the location of the Generating Facility (i.e. county and state, the associated electrical bus location(s), and the Local Resource Zone).

w. For Interconnection Requests seeking processing through Large Load Addition Study, identify the LARS Associated Large Load (i.e. the county and state, the associated electrical bus location(s), the Point of Withdrawal, the Local Resource Zone in which the Point of Withdrawal is located, and the amount of Transmission Service Requested for the LARS Associated Load.

5. Interconnection Customer or LARS Associated Transmission Customer shall provide the applicable deposit amount as specified in the GIP;

6. If this Interconnection Request is submitted to request Surplus Interconnection Service, the undersigned Interconnection Customer shall supply a written statement from an officer of the Existing Generating Facility that is associated with this request for Surplus Interconnection Service that confirms the following:

(i.) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Existing Generating Facility;
(ii.) the type of Interconnection Service (i.e., ERIS or NRIS) made available by the

Interconnection Customer for the Existing Generating Facility in accordance with the provisions in Section 3.2.3.1 of GIP (Attachment X); and

(iii.) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (i.e., a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (i.e., a specified number of MW of Surplus Interconnection Service that would be available intermittently);

7. Evidence of Site Control as specified in the GIP (check one)

____ Is attached to this Interconnection Request

____ Will be provided at a later date in accordance with the GIP;

8. This Interconnection Request shall be submitted electronically to the Transmission Provider in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).;

9. By submitting the Interconnection Request, the Interconnection Customer represents that the Generating Facility shall, upon Commercial Operation, connect exclusively to the Transmission Provider's Transmission System. Interconnection Customer shall not connect or seek to connect the Generating Facility to another transmission provider's transmission system except as may be expressly allowed by the Transmission Provider' Tariff.;

10. For ZG Interconnection Service, a description of the ZG Associated Load and facilities to connect to, along with any System Protection Facilities and/or proposed operating procedures to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. This shall include the need-by date for such ZG Associated Load.;

11. Primary Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

Name: _____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Email:_____;

12. This Interconnection Request is submitted by:

[Name of Interconnection Customer Company]

By (signature):_____

Name (type or print): _____

Title:_____

Date: _____

Attachment A to Appendix 1

Interconnection Request

GENERATING FACILITY DATA

A. Unit Ratings

1. Total Generator Rated Output (MW)	
2. Rated MVA	
3. Number of Generating units (repeat items 3-11 for each type of generator)	
4. Individual generator rated output (MW)	
5. Individual generator rated MVA	
6. Manufacturer	
7. Year manufactured*	
8. Nominal terminal voltage (kV)	
9. Minimum Short Circuit Ratio for turbine operation	
10. Rated power factor Refer: i. FERC Order No. 827 https://www.ferc.gov/whats-new/comm-meet/2016/061616/E-1.pdf ii. MISO TO power factor requirements https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf	
11. Generator Voltage Regulation range (+/-)	
12. Generator Power Factor Regulation range (+/-)	
13. Primary frequency response operating range for electric storage resources: i. Minimum state of charge: ii. Maximum state of charge:	_____ _____
14. Type (Induction, Synchronous, D.C. with Inverter)	
15. Connection (Delta, Grounded WYE, Undergrounded WYE, Impedance Grounded)	

***If available**

A-1. Generator Short Circuit Information*

(Provide following reactances in p.u. on the generator base)

1. X''1—Positive sequence sub transient reactance (p.u.)	
2. X2—Negative sequence reactance (p.u.)	
3. X0—Zero sequence reactance (p.u)	
4. Generator grounding: 4.a. Solidly grounded (yes/no) 4.b. Grounded through an impedance (yes/no) If yes: R_____ p.u. X_____p.u. 4.c. Ungrounded	

A-2. Main Generator Step-up Up (GSU) Transformer

(Please fill out data in table below for each GSU transformer)

Number of Transformers _____

RATINGS

	Self-Cooled	Maximum Nameplate	
Capacity (kVA)			
	Generator Side	System Side	Tertiary
Voltage Ratio (kV)			
	Low Voltage	High Voltage	Tertiary Voltage
Winding Connections (Delta or Wye)			
IMPEDANCE	Primary-Secondary	Primary-Tertiary	Secondary-Tertiary
Positive Z1 (on self-cooled kVA rating)	% X/R	% X/R	% X/R
Zero Z0 (on self-cooled kVA rating)	% X/R	% X/R	% X/R
	Fixed Taps Available	Present Tap Available	
TAP SETTING			

A-3. Pad Mount Transformer
(Please fill out data in table below for each ~~GSU~~Pad Mount transformer)

Number of Transformers _____

RATINGS

	Self-Cooled	Maximum Nameplate	
Capacity (kVA)			
	Generator Side	System Side	Tertiary
Voltage Ratio (kV)			
	Low Voltage	High Voltage	Tertiary Voltage
Winding Connections (Delta or Wye)			
IMEPDANCE	Primary-Secondary	Primary-Tertiary	Secondary-Tertiary
Positive Z1 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
Zero Z0 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
	Fixed Taps Available	Present Tap Available	
TAP SETTING			

A-4. Interconnection Facilities Tie Line Information

(Only list data for lines that are to be added by the generation developer)

1. Nominal Voltage (kV)		
2. Line length (miles)		
3. Line termination points	1.	2.
4. Conductor Type/Size (kcm)		
5. Phase Configuration (Vertical or Horizontal)		
6. Summer line ratings in amperes (MVA)		
7. Positive sequence resistance (R) for entire length (in p.u.*)		
8. Positive sequence reactance (X) for entire length (in p.u.*)		
9. Zero sequence resistance (R0) for entire length (in p.u.*)		
10. Zero sequence reactance (X0) for entire length (in p.u.*)		
11. Positive sequence line charging (B) for the entire length (in p.u.*)		

* On 100-MVA and nominal line voltage (kV) Base

For wind/photovoltaic plants, provide System Equivalence Impedance Data. (Provide values for each equivalence collector circuit at all voltage levels. Equivalent collector system impedance does not include pad mount impedance)

1. Nominal Voltage (kV)	
2. Summer line ratings in amperes (MVA)	
3. Positive sequence resistance (R) for entire length (in p.u.*)	
4. Positive sequence reactance (X) for entire length (in p.u.*)	
5. Zero sequence resistance (R0) for entire length (in p.u.*)	
6. Zero sequence reactance (X0) for entire length (in p.u.*)	
7. Positive sequence line charging (B) for the entire length (in p.u.*)	

* On 100-MVA and nominal line voltage (kV) Base

A-5. Dynamic Modeling Information

For a synchronous Generating Facility, the Interconnection Customer is to provide the appropriate PSS/E library model in the form of a Siemens PTI PSS/E dyr file. A detailed model of a generator must include:

- Generator Model
- Excitation System Model
  - May be omitted if unit is operated under manual excitation control
- Turbine-Governor Model
  - May be omitted if unit doesn't regulate frequency
- Power System Stabilizer Model
  - May be omitted if device is not installed or not active
- Reactive Line Drop Compensation Model
  - May be omitted if device is not installed or not active

Models submitted must be allowable under the Acceptable Models Working Group (AMWG) Dynamic Model List facilitated by the Eastern Interconnection Reliability Assessment Group (ERAG) posted at:
https://www.rfirst.org/eastern-interconnection-reliability-assessment-group/.
The models must also comply with MISO's MOD-032 Model Data Requirements and Reporting Procedures posted at: https://www.misoenergy.org/planning/planning-modeling/.

For a non-synchronous Generating Facility, Interconnection Customer shall provide (1) a validated user-defined root mean squared (RMS) positive sequence dynamics model; (2) an appropriately parameterized standard library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems allowable under the ERAG AMWG Dynamic Model List, and compliant with MISO's MOD-032 Model Data Requirements and Reporting Procedures that corresponds to Interconnection Customer's Generating Facility; and (3) if applicable, a validated electromagnetic transient model if Transmission Provider performs an electromagnetic transient study as part of the interconnection study process.

A user-defined model is a set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software based and represents the entities' control strategies but does not necessarily correspond to any standard library model. Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection Customer that the model accurately represents the entire Generating Facility; attestations from each equipment manufacturer that the user defined model accurately represents the component of the Generating Facility; or test data).

An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG Associated Loads, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities.

A LARS Interconnection Request seeking Interconnection Service shall include:

1) A detailed power flow model for the proposed Generating Facility that includes the Point of Interconnection for the Interconnection Request and any proposed system protection facilities and electromagnetic transient (EMT) models for inverter-based resource (IBR).
2) Documentation demonstrating that EMT modeling requirements have been met for IBR generation as specified in MISO Business Practices Manual.

A-6. ONE-LINE & MODEL INFORMATION

The Interconnection Customer shall provide a Power Flow model describing the generator in a format compatible with Siemens PTI PSS/E as designated in MISO's Business Practices Manuals. ~~(.sav, .raw, .idev, .py, .prj, or equivalent format as specified by MISO).~~

The Interconnection Customer is to provide the definitive one-line diagram for the POI –

Information shall include:

- Breaker layout, bus configuration (if available) and number of generators
- The zero sequence impedance (if applicable)
- The distance from the collector substation to the POI referenced in miles and the line impedance
- If the POI is a line tap, distance from the tap to the endpoints of the existing line referenced in miles
- Generator step up (GSU) transformer data and collector substation transformer data, including impedances for each phase of the transformer (if applicable)
- For inverter-~~-~~based generators, FERC Order 827 requires
    - Location and size of any dynamic and/or static VAR compensation devi~~s~~ces
    - Equivalent collector system impedance
- All inverter-based generators must comply with all modeling requirements specified in BPM-015. Further, all LARS inverter-based generators must comply with all modeling requirements specified in BPM-015 Appendix I.

Models submitted should comply with MISO's Model Data Requirements and Reporting Procedures posted at: https://www.misoenergy.org/planning/planning-modeling/mod-032-01

An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Loads including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

B. Synchronous Generator Information
(e.g. Biomass, Coal, Diesel, Hydro, Natural Gas, Nuclear, Oil)

1. (Repeat the following for each generator model) Rated Generator speed (rpm)		
2. Maximum Turbine MW (ºF)		
3. Moment-of-Inertia, WR^2 (lb.ft.^{2} for combined Turbine-Generator-Exciter-Inertia Data)		
4. Inertia Constant, H (kW sec/kVA for combined Turbine-Generator-Exciter-Inertia Data)		
Reactance Data (Per Unit- Rated kVA)		
	Direct Axis	**Quadrature Axis**
Synchronous-saturated	Xdv:	Xqv:
Synchronous-unsaturated	Xdi	Xqi
Transient – saturated	Xdv:	Xqv:
Transient – unsaturated	Xdi:	Xqi:
Subtransient – saturated	Xdv:	Xqv:
Subtransient – unsaturated	Xdi:	Xqi:
Negative Sequence - saturated	X2v:	
Negative Sequence - usaturated	X2i:	
Zero Sequence – saturated	X0v:	
Zero Sequence – unsaturated	X0i:	
Leakage Reactance	Xlm:	
Field Time Constant Data (sec)		
Open Circuit	Td0:	Tq0:
Three-Phase Short Circuit Transient	Td3:	Tq:
Line-to-Line Short Circuit Transient	Td2:	
Line-to-Neutral Short Circuit Transient	Td1:	
Short Circuit Subtransient	Td:	Tq:
Open Circuit Subtransient	Td0:	Tq0:
Armature Time Constant Data (sec)		
Three Phase Short Circuit	Ta3	
Line-to-Line Short Circuit	Ta2	
Line-to-Neutral Short Circuit	Ta1	
Armature Winding Resistance Data (Per Unit)		
Positive	R1	
Negative	R2	
Zero	R0	
Rotor Short Time Thermal capacity I22t		
Field Current Rated kVA, Armature Voltage and, **PF**	=_____amps	
Field Current Rated kVA, Armature Voltage and, **0 PF**	=_____amps	

Three Phase Armature Winding Capacitance	=_____microfarad
Field Winding Resistance	= _____ ohms ____ C
Armature Winding Resistance (per Phase)	= _____ ohms ____ C
5. Attach generator reactive capability curves	
6. Attach a plot of generator terminal voltage versus field current showing the air gap line, open-circuit saturation curve, and saturation curve at full load and rated power factor, and power quality curves specifying percent total harmonic distortion vertically and percent power output horizontally from 25 – 100% power output for both current and voltages or specify that the unit is IEEE 519 compliant.	

B-1. Excitation System Information

(Repeat the following for each generator model)

1. Manufacturer and Type of excitation system used for the generator.	
2. Excitation System Response Ratio (ASA)	
3. Full load rated exciter output voltage	
4. Maximum exciter output voltage (ceiling voltage)	
5. Other comments regarding excitation system	
6. Attach IEEE block diagram of the excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.	

B-2. Turbine Governor Information

(Repeat the following for each generator model and complete only section that applies to corresponding turbine type)

For all turbine types	a. Turbine manufacturer	
	b. Maximum turbine power output (MW)	
	c. Minimum turbine power output while on-line (MW)	
	d. Droop setting (speed regulation)	
	e. Is the governor mechanical-hydraulic or electro-hydraulic?	
	f. Other comments about turbine governor system?	
Steam, gas or combined cycle	a. Unit type (Steam, Gas, Combined Cycle)	
	b. If steam or combined-cycle, does turbine system have re-heat process (both high and low pressure turbines)?	

	c. If steam with reheat process, or if combined cycle, indicate low/high pressure turbine gas/steam (%)	
Hydro Turbines	a. Turbine efficiency at rated load (%)	
	b. Length of penstock (ft)	
	c. Average cross-sectional area of penstock (ft^2)	
	d. Typical maximum head (vertical distance from the bottom of the penstock, at the gate, to the water level (ft)	
	e. Water supply (run-of-the-river or reservoir)	
	f. Water flow rate at typical maximum head (ft^3/sec)	
	g. Average energy rate (kWh/acre-ft)	
	h. Estimated yearly energy production (kWh)	

B-3. Induction Generator Information

1. Motoring Power (kW)	
2. Neutral Grounding Resistor (If Applicable)	
3. I22t or K (Heating Time Constant)	
4. Rotor Resistance	
5. Stator Resistance	
6. Stator Reactance:	
7. Rotor Reactance:	
8. Magnetizing Reactance:	
9. Short Circuit Reactance:	
10. Exciting Current:	
11. Temperature Rise:	
12. Frame Size:	
13. Design Letter:	
14. Reactive Power Required In Vars (No Load):	
15. Reactive Power Required In Vars (Full Load):	

16. Total Rotating Inertia, H:	_____ in Per Unit on KVA Base

C. Non-Synchronous Generator Information

C-1. Wind Generators Information

1. Number of generators to interconnect pursuant to Interconnection Request	
2. Average site elevation	
3. Field Volts	
4. Field Amperes	
5. Heating time constant (I22t)	
6. Rotor Resistance	
7. Stator Resistance	
8. Rotor Reactance	
9. Stator Reactance	
10. Exciting Current	
11. Temperature Rise	
12. Total Rotating inertia (H) (Per unit on 100 MVA Base)	
13. List of adjustable set- points for protective equipment or software*	
14. Generator type (e.g. GE doubly fed induction machine with back-to-back IGBT converters, or Micon induction generator)	
15. Generator voltage ride through capability	Min low-voltage threshold in percent to enable tripping ____ Max low-voltage duration in seconds to enable tripping ____
16. Provide voltage flicker data, if available, for the wind generator model to be installed specified in percent of total voltage output. The data may be provided at 25, 50, 75, and 100% of output or in the form of a curve with the Y-axis showing percent of flicker versus total output and the X-axis showing percent load output from at least 25% to 100% of total output.	
17. Provide voltage dropout limits expressed in voltage level versus time	
18. Provide frequency dropout limits expressed in frequency versus time	
19. Provide reactive power capability curve	
20. Provide a validated user-defined RMS positive sequence dynamic model	

***If available**

C-2. Inverter-Based Parameters (e.g. Solar, Storage, Type 4 Wind Turbines)

1. Number of inverters to be interconnected	
2. Inverter Manufacturer	
3. Inverter Model Name	
4. Inverter Model Number	
5. Inverter Version Number	
6. List of adjustable set points for the protective equipment or software	
7. Maximum design fault contribution current	
8. Harmonics Characteristics	
9. Start – up requirements	

***PSCAD models may be required/requested for inverter based resources as needed during the Generator Interconnection Process. If available please provide with application materials.**

ATTACHMENT B TO APPENDIX 1 TO GIP
INTERCONNECTION STUDY AGREEMENT (GENERATING FACILITY)

THIS AGREEMENT is made and entered into this ___day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Transmission Provider." Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the GIP and the GIA.

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an Existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform Interconnection Studies and/or Provisional Interconnection Studies to assess interconnecting the proposed Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's Commission-

approved GIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Study and/or an Provisional Interconnection Study consistent with the GIP in accordance with the Tariff, an Interconnection System Impact Study consistent with the GIP and an Interconnection Facilities Study consistent with the GIP, collectively referred to as the "Studies."

3.0 The Studies shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting, study results, or any other reason identified in the GIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies and as designated in accordance with Section 3.3.3 of the GIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3 of the GIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, Transmission Provider may extend the time to complete The Studies.

4.0 **{Reserved}**

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection (including as necessary, transient stability, both large and small signal, sub synchronous stability, dynamic voltage stability, mid and long-term stability, voltage flicker analyses, and excessive neutral current studies in accordance with Good Utility Practice), and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 The Interconnection Facilities Study shall provide draft GIA appendices and supporting documentation, which will: (i) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Generating Facility to the Transmission System and (ii) address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

7.0 Interconnection Customer shall provide deposits in the amount and timing outlined in Sections 3.3 of the GIP for the performance of the Studies.

Any difference between the deposit and the actual cost of The Studies shall be paid by or refunded to Interconnection Customer, as appropriate under Section 13.3 of the GIP.

8.0 Interconnection Customer may request all Base Cases and work papers associated with this Interconnection Request, subject to Transmission Provider provisions around acquiring Critical Energy Infrastructure Information.

9.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

10.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, a Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.

11.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the GIP and the GIA.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Midcontinent Independent

System Operator, Inc.

By: _____

Name: _____

Title: _____

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

INTERCONNECTION STUDY AGREEMENT (INJECTION RIGHTS)

THIS AGREEMENT is made and entered into this ___day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("MHVDC Connection Customer,") and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Transmission Provider." MHVDC Connection and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the GIP and the GIA.

RECITALS

WHEREAS, MHVDC Connection Customer is proposing to develop an MHVDC Transmission Line or capacity addition to an existing MHVDC Transmission Line consistent with the Interconnection Request submitted by MHVDC Connection Customer dated _____; and

WHEREAS, MHVDC Connection Customer desires to interconnect the MHVDC Transmission Line with the Transmission System; and

WHEREAS, MHVDC Connection Customer has requested Transmission Provider to perform Interconnection Studies and/or Provisional Interconnection Studies to assess interconnecting the proposed MHVDC Transmission Line to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall

have the meanings indicated in the Transmission Provider's Commission-approved GIP.

2.0 MHVDC Connection Customer elects and Transmission Provider shall cause to be performed an Interconnection Study and/or an Provisional Interconnection Study consistent with the GIP in accordance with the Tariff, an Interconnection System Impact Study consistent with the GIP and an Interconnection Facilities Study consistent with the GIP, collectively referred to as the "Studies."

3.0 The Studies shall be based on the technical information provided by MHVDC Connection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting, study results, or any other reason identified in the GIP. Transmission Provider reserves the right to request additional technical information from MHVDC Connection Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies and as designated in accordance with Section 3.3.3 of the GIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3 of the GIP, MHVDC Connection Customer modifies its Interconnection Request pursuant to Section 4.4, Transmission Provider may extend the time to complete The Studies.

4.0 **{Reserved}**

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting

from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection (including as necessary, transient stability, both large and small signal, sub synchronous stability, dynamic voltage stability, mid and long-term stability, voltage flicker analyses, and excessive neutral current studies in accordance with Good Utility Practice), and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the MHVDC Transmission Line to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 The Interconnection Facilities Study shall provide draft TCA appendices and supporting documentation, which will: (i) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the MHVDC Transmission Line to the Transmission System and (ii) address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

7.0 MHVDC Connection Customer shall provide deposits in the amount and timing outlined in Sections 3.3 of the GIP for the performance of the Studies.

Any difference between the deposit and the actual cost of The Studies shall be paid by or refunded to MHVDC Connection Customer, as appropriate under Section 13.3 of the GIP.

8.0 MHVDC Connection Customer may request all Base Cases and work papers associated with this Interconnection Request, subject to Transmission Provider

provisions around acquiring Critical Energy Infrastructure Information.

9.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

10.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, a Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.

11.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the GIP and the GIA.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Midcontinent Independent

System Operator, Inc.

By: _____

Name: _____

Title: _____

[Insert name of MHVDC Connection Customer]

By: _____

Name: _____

Title: _____

ATTACHMENT C TO APPENDIX 1: UNIVERSAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

PROJECT NO. _____

This Universal Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into on this _____ day of _____, 20____ and effective as of the _____ day of _____, 20____ (the "Effective Date"), by and between Midcontinent Independent System Operator, Inc. ("MISO") and _____, ("Company") whose principal offices are located at _____. MISO and Company each may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, MISO is prepared to disclose confidential information under this Agreement to Company in connection with MISO's business with, or possible engagement of, Company (the "Purpose");

WHEREAS, Company represents that it desires to receive confidential information pursuant to this Agreement; and,

WHEREAS, MISO and Company desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Confidential Information. "Confidential Information" as used in this Agreement means all information disclosed to Company by MISO or its employees, agents, contractors, representatives, consultants and advisors (collectively "Disclosing Party") in connection

with the Purpose. Confidential Information includes, without limitation, (i) any and all business, technical, marketing, financial or other information, whether in electronic, oral or written form; (ii) trade secrets, business plans, techniques, methods, or systems, data, know-how, formulae, compositions, designs, sketches, mock-ups, prototypes, photographs, charts, graphs, forms, documents, drawings, samples, inventions, ideas, research and development, customer and vendor lists (including, without limitation, the identity, characteristics, contact persons, product and service needs thereof), rates, price lists, computer software programs and systems, financial statements, and budgets; (iii) all memoranda, summaries, notes, analyses, compilations, studies or those portions of other documents prepared by Company to the extent they contain or reflect such information of, or the contents of discussions with the Disclosing Party ("Company's Material"), including the contents or existence of discussions or negotiations related to the Purpose; (iv) information not generally known or readily ascertainable; (v) information that provides a competitive advantage for Disclosing Party; and (vi) information that is marked "Confidential" or nonpublic information which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential. Confidential Information shall not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Company, (b) becomes available to Company on a non-confidential basis from a source other than Disclosing Party, provided that, to the best of Company's knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, or (c) was in Company's possession prior to disclosure of the same by Disclosing Party.

2.0 Non-Use; Protection and Dissemination of Confidential Information. Company agrees not to disclose, discuss, use, reproduce, duplicate, distribute, copy, reconstruct or in any way communicate, directly or indirectly, the Confidential Information for purposes other than in connection with the Purpose. Company shall not disclose, discuss, use, reproduce, duplicate, distribute or in any way communicate, directly or indirectly, the Confidential Information to any other party and will use all reasonable efforts to protect the confidentiality of such information. Company will require that Company's employees, officers, directors, agents, contractors, representatives, consultants and

advisors who need to have access to such Confidential Information in order to assist Company in connection with the Purpose (1) are aware of the Company's confidentiality obligation hereunder, and (2) agree to be bound by such confidentiality obligations. Company shall notify Disclosing Party immediately of any loss, misuse, or misappropriation of any Confidential Information of which Company becomes aware.

3.0 Ownership and Return. All Confidential Information, including Company's Material, shall be and remain the property of Disclosing Party, and no right or license is granted to Company with respect to any Confidential Information. No transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by Disclosing Party, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof, shall continue to be the exclusive intellectual property of Disclosing Party. Upon the termination by any Party of the Purpose, or sooner if so requested, Company agrees to immediately return all Confidential Information, including Company's Material, to Disclosing Party or to destroy all Confidential Information, including all copies of the same, however, Company shall not be required to destroy Confidential Information that has become embedded in Company's planning models. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by Company. Nothing in this Agreement obligates Disclosing Party to disclose any information to Company or creates any agency or partnership relation between them.

4.0 Compliance and Protection of Confidential Information. Company represents and warrants that it has practices and procedures adequate to protect against the unauthorized release of Confidential Information received. Company must educate its employees, agents, and assigns in the provisions of this Agreement and provide to Disclosing Party upon request any information necessary to determine compliance with the terms of this Agreement.

5.0 Indemnification. To the extent permitted by law, Company agrees to indemnify, hold harmless and defend MISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives,

consultants and/or advisors against any and all liability, loss, costs, damages, expenses, claims or actions, joint or several, arising out of or by reason of any breach of this Agreement by Company and/or Company's employees, agents, contractors, representatives or consultants, or arising out of or by reason of any act or omission of Company and/or Company's employees, agents, contractors, representatives or consultants in the execution, performance, or failure to adequately perform their obligations under this Agreement. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) which may be incurred or rendered against MISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors.

6.0 **Compelled Disclosure.** If Company is requested or required by legal or administrative process to disclose any Confidential Information, Company shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Company will (a) disclose only that portion of the Confidential Information that its legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, including seeking an appropriate protective order, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed.

7.0 **Remedies.** The Parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Company, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the immediate granting of preliminary and final injunctive relief (without prior notice and without posting any bond) in favor of Disclosing Party to enjoin and restrain any breach or violation, either actual or anticipatory, of this Agreement.

8.0 **Purpose.** None of the Parties will be under any legal obligation of **any** kind whatsoever with respect to the Purpose by virtue of this Agreement, except for the matters specifically agreed to herein. No representation or warranty is made by the Disclosing

Party as to the accuracy or completeness of any information provided to the Company.

9.0 Term and Termination. Company's obligations under this Agreement shall be effective on the date set forth above and shall be perpetual, notwithstanding any expiration, cancellation or termination of this Agreement. Upon termination of the Agreement, Company shall either promptly (1) deliver or cause to be delivered to Disclosing Party or (2) certify to the Disclosing Party the destruction of, all Confidential Information, including all copies of the Confidential Information in Company's possession or control including, without limitation, originals and copies of documents, customer lists, prospect lists, price lists, operations manuals, and all other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Company to facilitate the Purpose of the Agreement.

10.0 Agency. This Agreement is binding on Company, its employees, agents, contractors, representatives, consultants, advisors, successors and assigns. In the event of a dispute regarding liability for breach of this Agreement, common law agency principles apply.

11.0 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by an authorized representative of the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

12.0 Modification. This Agreement may not be amended except in a writing signed by authorized representatives of both Parties.

13.0 Governing Law. Indiana law shall govern the interpretation and implementation of the Agreement and the resolution of any dispute between the parties regarding the effect of the Agreement without giving effect to principles of conflicts of law, and shall supplement, but not replace, the Uniform Trade Secrets Act as enacted by the State of Indiana. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts

located in the State of Indiana serving the counties of Hamilton and Marion, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

14.0 **Severability and Survival.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

15.0 The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

16.0 **Assignment and Succession.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Any successor to or assignee of MISO shall assume its rights and obligations under this Agreement with or without notice to Company. Company may not assign its rights hereunder without the written permission of MISO.

17.0 **Attorney's Fees.** If Company breaches or defaults in the performance of any of the covenants, agreements, representations, or warranties described in this Agreement, then in addition to any and all of the rights and remedies which MISO may have against Company, Company will also be liable to and pay MISO its court costs and reasonable attorney's fees incurred in enforcing MISO's covenants, agreements, representations and warranties herein.

18.0 **Employees Bound by Agreement.** The representative executing this Agreement hereby acknowledges and agrees that he/she is duly authorized to execute this Agreement on behalf of Company and that this Agreement shall bind and be enforceable by and against the employees, agents, or consultants of Company. The authorized representative of Company further acknowledges and agrees that only those employees who are listed on the attached Appendix A incorporated herein shall be authorized to receive Confidential

Information directly from MISO and that he/she will notify MISO in writing of any modification to Appendix A prior to releasing Confidential Information to those employees listed on Appendix A.

19.0 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to MISO, to: 720 West City Center Drive
Carmel, Indiana 46032
Attn: General Counsel
Facsimile No.: (317) 249-5912

if to _____, to: _____
_____
_____
Facsimile No.: _____

20.0 Entire Agreement. The Parties agree that this Agreement, including Appendix A incorporated herein and as modified, constitute their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral.

Company acknowledges that it has read the Agreement, had the opportunity to discuss it with counsel, and is executing it with an understanding of its provisions. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

remainder of page left intentionally blank

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, effective as of the day, month and year written above.

Midcontinent Independent System Operator, Inc.

Midcontinent Independent System Operator, Inc.	**Company:**
	_____
By: _____	By: _____
Print name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

APPENDIX A TO ATTACHMENT C
TO MISO UNIVERSAL NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT

Company, _____ Employees, Agents, or Consultants subject to Confidentiality Agreement as of this _____ day of _____, 20____:

Print Name	Title	E-mail Address	Transmission/Reliability or Merchant/Market, or N/A*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

(Attach Additional Pages If Necessary)

* An individual who is an employee of a Transmission Provider (as defined in 18 C.F.R. § 358.3(k) may not be subject to the FERC functional separation requirements (*i.e.*, "N/A" designation) under certain circumstances in accordance with FERC Order No. 717 and the FERC regulations therein adopted. If such an individual would receive information subject to this Amendment, the copy of this Appendix A executed for that individual must be accompanied by written confirmation from Company stating the following: (1) the designated individual is not engaged in transmission or marketing functions (*i.e.*, day-to-day duties and responsibilities for planning, directing, organizing or carrying out operations); (2) the individual has received training on the Standards of Conduct; and (3) the individual undertakes

to comply with such Standards, including in particular the "no conduit rule" set forth in 18 C.F.R. § 358.6.

NOTE: Any changes to the information on this Appendix A must be submitted electronically to the Transmission Provider in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

ATTACHMENT D TO APPENDIX 1: CRITICAL ENERGY INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT

WHEREAS, Midcontinent Independent System Operator, Inc. ("MISO") is prepared to disclose Critical Energy Infrastructure Information ("CEII") under this Critical Energy Infrastructure Information General Non-Disclosure Agreement ("NDA") to _____ ("Recipient"), an individual (employee, manager or officer) employed with _____, in connection with a legitimate need for the CEII (the "Purpose") (MISO and Recipient may be collectively referred to as "Parties" or singly as "Party");

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:

   a. The term "CEII" shall include specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 (2000); and (4) does not simply give the general location of the critical infrastructure. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.

   b. The term "Recipient" means someone who has executed this NDA and is

approved to receive CEII.

2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this NDA, and that such Recipient has read the provisions and agrees to be bound by them.

3. Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII.

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.

6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipients must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. The Recipient remains bound by these provisions unless MISO rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. MISO may reasonably audit the Recipient's compliance with this NDA.

10. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.

11. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this NDA is subject to reasonable audit by MISO.

By: _____
Signature

Print Name: _____

Title: _____

Representing: _____
Date: _____

ATTACHMENT E TO APPENDIX 1: SITE CONTROL DEMONSTRATION

Midcontinent Independent System Operator, Inc.
Attn: Manager, Queue Administration
720 City Center Drive
Carmel, IN 46032

[Date]

Subject: Proof of Site Control Affidavit

1. The undersigned ("Affiant") is an officer or an agent of the Interconnection Customer for the Interconnection Request associated with **[Project Name]**.

2. Affiant affirms that all of the Site Control documents for **[Project Name]** required pursuant to Section 7.2 of Attachment X of the MISO Tariff are submitted to MISO in their entirety.

3. Affiant has reviewed all such Site Control documents submitted for **[Project Name]** and has personal knowledge of its contents.

4. Affiant hereby affirms that the Interconnection Customer **[PLEASE SELECT FROM THE FOLLOWING:**

____ **(1) possesses Site Control for (Project Name) in accordance with Sections 7.2.1.1 of this GIP; OR**

____ **(2) is presently subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control for (Project Name) pursuant to Section 7.2.1.2 of this GIP]**.

5. **[TO THE EXTENT THAT REGULATORY RESTRICTIONS PRECLUDE SITE CONTROL PURSUANT TO GIP SECTION 7.2.1.2]** In accordance with Section 7.2.1.2 of the GIP, attached hereto the affiant provides a description of conditions that

must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions.

Sincerely,

[Affiant signature]

[Affiant printed name]

[Affiant title]

[Affiant company name]

APPENDIX 6 TO GIP

GENERATOR INTERCONNECTION AGREEMENT (GIA)

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA") is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Generating Facility), and _____, a [corporation] organized and existing under the laws of the State/Commonwealth of _____ ("Transmission Owner"), and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider"). Interconnection Customer, Transmission Owner and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein and according to NERC's Rules of Procedure, and is responsible for providing Transmission Service and Interconnection Service on the transmission facilities under its control; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix A to this GIA; and

WHEREAS, Transmission Owner owns or operates the Transmission System, whose operations are subject to the functional control of Transmission Provider, to which Interconnection Customer desires to connect the Generating Facility, and may therefore be required to construct certain Interconnection Facilities and Network Upgrades, as set forth in this GIA; and

[For an LLGIA] [WHEREAS, Interconnection Customer intends to use the output of its Generating Facility to serve the LARS Associated Load identified in Appendix A of this LLGIA pursuant to the agreement required by Section 3.12.2 of the Generator Interconnection Procedures;]

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, and where applicable subject to Appendix H for a Provisional Generator Interconnection Agreement, for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

When used in this GIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used. Those capitalized terms used in this GIA that are not otherwise defined in this GIA have the meaning set forth in the Tariff.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric transmission or distribution system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation

of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Council shall mean the Regional Entity of NERC applicable to the Local Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean Reliability Standards approved by the Federal Energy Regulatory Commission (FERC) under section 215 of the Federal Power Act, as applicable.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this GIA.

Breaching Party shall mean a Party that is in Breach of this GIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIA is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this GIA.

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade (CUU) shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in

writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this GIA.

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date Interconnection Customer satisfies all of the requirements of GIP Section 7.2 to enter the Definitive Planning Phase. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability

Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with the Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this GIA becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either

Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by this GIA to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of

the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer causes the need for the construction of Network Upgrades or System Protection Facilities on the transmission system of an Affected System.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request

for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq*.

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and

the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of its equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at the Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as the generating units and/or storage devices that is/are being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth herein.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth in Attachment X of the Tariff.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method,

or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Study(ies) shall mean the process whereby more than one Interconnection Request is studied together, instead of serially, for the purpose of conducting one or more of the required Studies.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

HVDC Facilities shall mean the high voltage direct current transmission facilities, including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain backfeed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application.

Interconnection Customer Decision Point I shall mean the time period beginning when the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and the Affected Systems analysis results including cost

estimates for upgrades on the Affected System and concludes after fifteen (15) Business Days.

Interconnection Customer's Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Provider, or its agent, for Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and upgrades on Affected Systems, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the

form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or a request for the Expedited Resource Addition Study for new generation capacity, or a request for the processing of a proposed Generating Facility as part of a Large Load Addition Resource Study, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights..

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of this Generator Interconnection Agreement or Point of Delivery as set forth in the Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the studies described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the form of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection procedures for conducting all studies required by the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or

system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April

30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Large Load Addition Resource Study (LARS) shall mean the procedure as set forth in Section 3.12 of this GIP for studying an Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load.

Large Load Addition Resource Study (LARS) Period shall mean the period of time in which Interconnection Requests for proposed Generating Facility are studied in parallel with the study of a LARS Associated Load Customer's proposed load. There are three LARS study periods in one year and each study period will run for approximately 120 days. All Interconnection Customers requesting to join the next Large Load Addition Resource Study (LARS) shall submit their Interconnection Request to the Transmission Provider no later than the LARS application deadline as published on the MISO public website, which shall be at least twenty (20) Business Days prior to the scheduled kick-off of the LARS cycle published on the MISO public website.

Large Load Generator Interconnection Agreement (LLGIA) shall mean the form of interconnection agreement governing the terms and conditions of Large Load Interconnection Service, set forth in Appendix 6 to the GIP. This agreement shall follow the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect the Large Load Addition Resource Study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the LLGIA. A LLGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompass LLGIAs.

LARS Application shall be a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS

Application shall be a form of Interconnection Request.

LARS Associated Load shall mean a source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load.

LARS Associated Transmission Customer shall mean the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the

queue, that has a material adverse impact on the cost or timing of any other Interconnection Request with a later queue priority date; or Qualified Change.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility, Interconnection Customer's Interconnection Facilities, and/or Transmission Owner's Interconnection Facilities pursuant to this GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests cause the need for the construction of Common Use Upgrades on the Transmission System or the transmission system of an Affected System and share cost responsibility for such Common Use Upgrades.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be

called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this GIA or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as defined by NERC.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, LARS Associated Transmission Customer, or any combination of the above.

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of this draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I.

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

Provisional Interconnection Service shall mean Interconnection Service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement and the Tariff.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of receipt of the valid Interconnection Request by Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of

a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer, Transmission Owner, Affected System Operator(s) and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; or (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3 of the GIP.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and MVarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include (a) underfrequency or undervoltage load shedding, (b) fault conditions that must be isolated, (c) out-of-step relaying not designed as an integral part of an SPS, or (d) Transmission Control Devices.

Stand Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this GIA. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6 (MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System or other delivery systems or other generating systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified in Section 9.4 and related subsections of Rate Schedule 6.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically-switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _____ years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter on the anniversary of the Effective Date.

2.3 Termination Procedures. This GIA may be terminated as follows:

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice. This GIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, including any extension provided thereunder, or has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. Where only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, including any extension provided thereunder, Transmission Provider shall only terminate that portion of the GIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a contingent Network Upgrade with an in-

service date that is farther out than the Commercial Operation Date permitted under Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, Transmission Provider shall only terminate this GIA for failure to achieve Commercial Operation by that later in-service date of the contingent Network Upgrade. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.

This LLGIA shall be terminated by Transmission Provider after giving Interconnection Customer ninety (90) Calendar Days advance written notice if:

(1) the LARS Associated Load or a portion of the LARS Associated Load fails to achieve a Service Commencement Date for Transmission Service by the Commercial Operation Date for this Generating Facility, including any extension provided thereunder; or

(2) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS , the LARS Associated Load or a portion of the LARS Associated Load has ceased use of Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or

(3) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect except that a replacement agreement that satisfies the requirements of GIP Section 3.12.2.i involving the same Generating Facility and LARS Associated Load.

In the event that the LARS Associated Load ceases use of its Transmission Service or the agreement required by Section 3.12.2.i terminates within the first

fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, this Agreement shall be terminated one year after the date of such occurrence. During such one year period the Generating Facility shall be allowed to operate subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") processes as specified in BPM-015 Section 6.6 in order to allow the Interconnection Customer to obtain new Interconnection Service pursuant to the GIP. If the DPP processing is delayed beyond one year due to factors beyond the Interconnection Customer's control, then this LLGIA shall be extended until the relevant DPP studies are completed provided Interconnection Customer' Interconnection Request is not withdrawn.

Where: (1) the LARS Associated Load fails to commence service for the full amount of Transmission Service requested in the LARS Application by the Commercial Operation Date for this Generating Facility, including any extension provided thereunder; (2) ceases use of such full output within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or (3) the parties to the agreement required by Section 3.12.2.i reduce the MW output from the Generating Facility that the LARS Associated Load intends to utilize within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, Transmission Provider shall only terminate the portion of the Interconnection Service granted under this LLGIA that exceeds 150% of the reduced peak Demand being utilized by the LARS Associated Load.

Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then

Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

2.3.1.1 Surplus Interconnection Service. Where this GIA provides for Surplus Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Surplus Interconnection Service are no longer in effect, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this GIA shall be deemed terminated. In the event that the Existing Generating Facility retires and/or permanently ceases commercial operation, the Surplus Interconnection Service provided under this GIA shall terminate except as provided in Section 3.3.1.3 of the GIP.

2.3.2 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, if required, which notice has been accepted for filing by FERC.

For EGIAs, no termination shall become effective until Interconnection Customer has provided all security as required by Section 2.4.

For LLGIAs, all security as required by Section 2.4 shall be provided prior to termination.

For LLGIAs, any termination or withdrawal of the LARS Application from LARS or any cessation of operations or discontinuation of Transmission Service by the LARS Associated Load shall be an event of default pursuant to Article 17 of this

LLGIA.

2.4 Termination Costs. If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred for which that Party is responsible (including any cancellation costs relating to orders or contracts for Interconnection Facilities, applicable upgrades, and related equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, under this GIA. In the event that this GIA is terminated by Interconnection Customer, Interconnection Customer is responsible for all financial impact that is caused as a result of this termination or the termination of Interconnection Customer's FCA(s) or MPFCA(s), such financial impact being determined through the financial impact analysis performed in accordance with Section 7.8 of Attachment X. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

In the event that this EGIA is terminated by Interconnection Customer that had an Interconnection Request studied in ERAS, Interconnection Customer is responsible for the full cost of all Network Upgrades identified in this EGIA as well as any Network Upgrades identified during the ERAS process that are to be memorialized in an agreement other that this EGIA, including any applicable FCA, MPFCA, or JTIQ Service Agreements. If the Network Upgrade costs for Network Upgrades subject to an FCA, MPFCA, or JTIQ Service Agreement have not been finalized or the Interconnection Customer has not made the payment under such agreement as of the date that termination of this EGIA is sought, Interconnection Customer shall provide the payment or security for such Network Upgrades in the amount required by the applicable agreement. If such agreement has not been executed and final costs are not available as of a date that termination is sought, Interconnection Customer shall provide such payment or security in an amount corresponding to the most recent estimate provided by the Transmission Provider during the ERAS process. Interconnection Customer shall pay or Transmission

Provider shall refund, as applicable, to Interconnection Customer the difference between the amount of any estimated payment or security made pursuant to this Article and the final cost of such NU within ninety (90) Calendar Days after such final costs are invoiced to the Interconnection Customer.

In the event that this LLGIA is terminated by Interconnection Customer, Interconnection Customer is responsible for the full cost of all Network Upgrades that are designated as GIP projects and are identified in this LLGIA as well as any GIP Network Upgrades identified during the LARS process that are to be memorialized in an agreement other than this LLGIA, including any applicable FCA, MPFCA, or JTIQ Service Agreements. If the Network Upgrade costs for Network Upgrades subject to an FCA, MPFCA, or JTIQ Service Agreement have not been finalized or the Interconnection Customer has not made the payment under such agreement as of the date that termination of this LLGIA is sought, Interconnection Customer shall provide the payment or security for such Network Upgrades in the amount required by the applicable agreement. If such agreement has not been executed and final costs are not available as of a date that termination is sought, Interconnection Customer shall provide such payment or security in an amount corresponding to the most recent estimate provided by the Transmission Provider during the LARS process. Interconnection Customer shall pay or Transmission Provider shall refund, as applicable, to Interconnection Customer the difference between the amount of any estimated payment or security made pursuant to this Article and the final cost of such Network Upgrade within ninety (90) Calendar Days after such final costs are invoiced to the Interconnection Customer.

2.4.1 With respect to any portion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, and if so determined and made a part of this GIA, upgrades on Affected Systems, that have not yet been constructed or installed, Transmission Owner shall to the extent possible and to the extent of Interconnection Customer's written notice under Article 2.3.1, cancel any pending

orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer or upgrades not yet constructed, Transmission Owner shall promptly transfer such amounts to Transmission Provider, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts. Transmission Provider will perform a financial impact analysis in accordance with Section 7.8 of Attachment X to determine the amount that should be refunded to Interconnection Customer. Transmission Provider shall refund such remaining amounts to Interconnection Customer, less the amount of Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X and less any financial impact caused by the termination of this GIA or Interconnection Customer's FCA(s) or MPFCA(s), as determined through the analysis performed in accordance with Section 7.8 of Attachment X. If Interconnection Customer made its payment(s) through a letter of credit, surety bond, or parental guarantee, Transmission Owner will draw against that letter of credit, surety bond, or parental guarantee in an amount determined through the analysis performed in accordance with Section 7.8 of Attachment X plus the amount of any Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X, and transfer that amount to Transmission Provider, unless Interconnection Customer funds the financial impact through another means.

If an Interconnection Customer terminates this GIA, it shall be responsible for all

costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any upgrades or related equipment for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities. If Transmission Owner does not so elect, then Interconnection Customer shall be responsible for such costs.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation, reconfiguration or other disposition or retirement of such materials, equipment, or facilities, and such other expenses actually incurred by Transmission Owner necessary to return the Transmission, Distribution or Generator System, as applicable, to safe and reliable operation.

2.5 **Disconnection**. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission or Distribution System, as applicable. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6 **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including

billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. A Party may request that any information so provided be subject to the confidentiality provisions of Article 22. If that Party has executed this GIA, or any amendment thereto, the Party shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

Check: _____ SI or ____ ER and/or ____ NR (See Appendix A for details)

Check: ____ If this is an LLGIA that has been processed through the LARS Study Process. **(ER and NR only) (See Appendix A for Details)**

4.1.1 Energy Resource Interconnection Service (ER Interconnection Service).

4.1.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission or

Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive ER Interconnection Service, Transmission Owner shall construct facilities consistent with the studies identified in Appendix A.

An Interconnection Customer seeking ER Interconnection Service for new or added capacity at a Generating Facility may be granted conditional ER Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional ER Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as a higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional ER Interconnection Service shall be terminated in the event Interconnection Customer fails to fund the necessary studies and the Network Upgrades necessary to grant the Interconnection Customer's ER Interconnection Service upon the completion of higher queued projects involving the same common elements.

4.1.1.2 Transmission Delivery Service Implications. Under ER Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis up to the amount of MW identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. After that date FERC makes effective

MISO's Energy Market Tariff filed in Docket No. ER04-691-000, Interconnection Customer may place a bid to sell into the market up to the maximum identified Generating Facility output, subject to any conditions specified in the Interconnection Service approval, and the Generating Facility will be dispatched to the extent the Interconnection Customer's bid clears. In all other instances, no transmission or other delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-To-Point Transmission Service, Network Integration Transmission Service or be used for secondary network transmission service, pursuant to the Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission or Distribution System as applicable, at such time as a Transmission Service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network or Distribution Upgrades.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall construct the facilities identified in Appendix A of this GIA, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network

Resource.

4.1.2.2 Transmission Delivery Service Implications. NR Interconnection Service allows the Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System, as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. Although NR Interconnection Service does not convey a reservation of Transmission Service, any Network Customer can utilize Network Integration Transmission Service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving NR Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if the Generating Facility has not been designated as a Network Resource by any Network Customer, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

NR Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission or distribution constraints on the Transmission or Distribution System, as applicable, the Generating Facility shall be subject to the applicable congestion management procedures in the Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Generating Facility be designated as a Network Resource by a Network Customer or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future Transmission Service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility to customers other than the studied Network Customers, or for any Point-To-Point Transmission Service, such request may require additional

studies and upgrades in order for Transmission Provider to grant such request. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.1.2.3 Conditional NR Interconnection Service. An Interconnection Customer seeking NR Interconnection Service for new or added capacity at a Generating Facility may be granted conditional NR Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional NR Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional NR Interconnection Service status may be converted to ER Interconnection Service if either of the following occurs:

1) Interconnection Customer fails to fund necessary studies and Network Upgrades required to allow the Interconnection Customer's Generating Facility to receive NR Interconnection Service upon the completion of higher queued projects involving the same common elements; or

2) The higher queued project(s) or planned and required Network Upgrades are placed in service and the Network Upgrades required to provide NR Interconnection Service status to the Interconnection Customer's Generating Facility are not in service.

In the event Interconnection Customer fails to fund the necessary studies and Network Upgrades for NR Interconnection Service, the Interconnection Customer's conditional NR Interconnection Service status shall be converted to ER Interconnection Service status unless Interconnection Customer makes a new Interconnection Request. Such new Interconnection Request shall be evaluated in accordance with the GIP and its new queue position.

Some or all of the conditional NR Interconnection Service status may be temporarily revoked if the Network Upgrades are not in service when the higher queued project(s) are placed in service. The availability of conditional NR Interconnection Service status will be determined by Transmission Provider's studies. Upon funding and completion of the Network Upgrades required to establish the Generating Facility's NR Interconnection Service status, the Generating Facility will be granted NR Interconnection Service status.

The Parties agree that the portion of the Generating Facility classified as NR Interconnection Service is the first portion of the output of the combined output of all the units at the Generating Facility except in circumstances where Interconnection Customer otherwise elects this GIA, as amended, to allocate that portion to the output of specific unit(s) at the Generating Facility, the total of which will not exceed the output eligible for NR Interconnection Service as shown by the additional studies. To the extent Interconnection Customer desires to obtain NR Interconnection

Service for any portion of the Generating Facility in addition to that supported by such additional studies, Interconnection Customer will be required to request such additional NR Interconnection Service through a separate Interconnection Request in accordance with the GIP.

4.1.3 Surplus Interconnection Service (SI).

4.1.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.2 Provision of Service. Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice after the execution of this GIA, that Party shall not be deemed to be in Breach of this GIA for its compliance therewith. The Party so limited shall notify the other Parties whereupon Transmission Provider shall amend this GIA in concurrence with the other Parties and submit the amendment to the Commission for approval.

4.4 No Transmission Delivery Service. The execution of this GIA does not constitute a request for, or the provision of, any transmission delivery service under the Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.4.1. Interconnection Customer shall be paid for such services in accordance with Article 11.7.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select: 1) the In-Service Date, Initial Synchronization Date, and Commercial Operation Date based on a reasonable construction schedule that will allow sufficient time for design, construction, equipment procurement, and permit acquisition of Transmission System equipment or right-of-way; and 2) either the Standard Option or Alternate Option set forth below and such dates and selected option shall be set forth in Appendix B. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, and Generator Upgrades using

Reasonable Efforts to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the dates set forth in Appendix B, Milestones, subject to the receipt of all approvals required from Governmental Authorities and the receipt of all land rights necessary to commence construction of such facilities, and such other permits or authorizations as may be required. Transmission Provider or Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Applicable Laws and Regulations and Good Utility Practice. In the event Transmission Owner reasonably expects that it will not be able to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and Transmission Provider and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Transmission Provider and Transmission Owner, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Owner shall assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities by the designated dates.

If Transmission Owner subsequently fails to complete the Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial

Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each Calendar Day that Transmission Provider refuses to grant clearances to install equipment.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.1.3 Option to Build. Pursuant to Section 7.3.2.5 & 7.3.3.5 of the GIP, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by the dates originally designated by Interconnection Customer under Article 5.1.2. The Parties must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the dates designated by Interconnection Customer pursuant to Article 5.1 are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article

5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer has elected to exercise the Option to Build.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades after receipt of all required approvals from Governmental Authorities necessary to commence construction,

(1) Interconnection Customer shall engineer, procure equipment, and construct the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner, or as required by any Governmental Authority;

(2) Interconnection Customer's engineering, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law or Governmental Authority to which Transmission Owner would be subject in the engineering, procurement or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall be entitled to review and approve the engineering design, equipment acceptance tests(including witnessing of acceptance tests), and the construction (including monitoring of construction) of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall have the right to reject any design, procurement, construction or acceptance test of any equipment that does not meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority;

(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) at any time during construction, Transmission Provider and Transmission Owner shall have unrestricted access to the construction site for the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to meet the standards and specifications provided by Transmission Provider and Transmission Owner;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from the Interconnection Customer's construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1, Indemnity;

(8) Interconnection Customer shall transfer control of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner in accordance with Appendix B;

(10) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall approve and accept for operation and maintenance the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2 only if the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority.

(11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Owner.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article

5.1.3, Interconnection Customer shall pay Transmission Owner the agreed upon amount of [$ PLACEHOLDER] for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, and the Transmission Owner has elected to fund the costs of Network Upgrades pursuant to Article 11.3, then prior to Interconnection Customer incurring any construction costs relating to the Option to Build and by the date specified in Appendix B, Interconnection Customer shall invoice the Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build in accordance with Appendix B. The Transmission Owner shall be required to reimburse Interconnection Customer for the full amount of such invoiced costs by the date specified in Appendix B, which shall be prior to the date by which Interconnection Customer must make any construction payment for such Stand Alone Network Upgrades. After completion of the construction of Stand Alone Network Upgrades by the Interconnection Customer and by the date specified in Appendix B for the Interconnection Customer to transfer such Stand Alone Network Upgrades to the Transmission Owner, Interconnection Customer shall provide an invoice of the final cost of the construction of Stand Alone Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Transmission Owner shall pay to Interconnection Customer the difference between the amount previously paid and the actual costs within thirty (30) Calendar Days after receipt of a final construction invoice from Interconnection

Customer. In the event that the actual costs are less than the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Interconnection Customer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Following the transfer of the Stand Alone Network Upgrades from the Interconnection Customer to the Transmission Owner, the Interconnection Customer shall make payments for such facilities to the Transmission Owner pursuant to an agreement between and among the Parties.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event the Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider and Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of the Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection

Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) the Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Transmission Provider, Interconnection Customer or any other earlier queued Interconnection Customer who has entered into an earlier GIA with Transmission Provider and/or a Transmission Owner or with an Affected System Operator, or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure;
(3) Interconnection Customer has assumed responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; (4) the delay is due to the inability of Transmission Owner to obtain all required approvals from Governmental Authorities in a timely manner for the construction of any element of the Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, or any other permit or authorization required, or any land rights or other private authorizations that may be required, and Transmission Owner has exercised Reasonable Efforts in procuring such approvals, permits, rights or authorizations; or (5) the Parties have otherwise agreed.

5.4 Power System Stabilizers. Interconnection Customer shall procure, install, maintain

and operate power system stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider and Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or are not capable of automatic operation, Interconnection Customer shall immediately notify the Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to induction generators.

5.5 Equipment Procurement. If responsibility for construction of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades, and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement; and

5.5.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, and Generator Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval; and

5.6.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.7 **Work Progress**. Transmission Owner and Interconnection Customer will keep each other and Transmission Provider advised periodically as to the progress of their respective design, procurement and construction efforts. Either Transmission Owner or Interconnection Customer may, at any time, request a progress report from the other, with a copy to be provided to the other Parties. If, at any time, Interconnection Customer determines that the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades or Transmission Owner's System Protection Facilities will be required. Transmission Owner may delay the In-Service Date of its facilities accordingly.

5.8 **Information Exchange**. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System or Distribution System, as applicable, and shall work diligently and in good faith to make any necessary design changes.

5.9 **Other Interconnection Options.**

5.9.1 **Limited Operation.** If any of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection

Facilities, Distribution Upgrades or Generator Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider and Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies; provided, however, such studies reveal that such operation may occur without detriment to the Transmission System as then configured and in accordance with the safety requirements of Transmission Owner and any Governmental Authority.

The maximum permissible output of the Generating Facility will be updated on a quarterly basis if the Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are not in service within six (6) months following the Commercial Operation Date of the Generating Facility as specified in Appendix B of this GIA. These quarterly studies will be performed using the same methodology set forth in Section 11.5 of the GIP. These quarterly updates will end when all Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are in service.

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional

Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Generator Interconnection Agreement with the Interconnection Customer for limited interconnection service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission Provider's system. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of interconnection service from the Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement shall be studied and updated on a quarterly basis. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Generator Interconnection Agreement and the Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall, at its expense, design, procure, construct, own or control, and install the ICIF, as set

forth in Appendix A.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial design and specifications for the ICIF, including Interconnection Customer's System Protection Facilities, to Transmission Provider and Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final design and specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider at Transmission Provider's option, and Transmission Owner shall review such specifications to ensure that the ICIF are compatible with their respective technical specifications, operational control, and safety requirements and comment on such design and specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's and Transmission Owner's Review. Transmission Provider's and Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider and Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control and safety requirements of Transmission Provider and Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another

mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider and Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider and Transmission Owner with Interconnection Customer's specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Owner's Interconnection Facilities Construction. The Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Transmission Provider (if requested) and Interconnection Customer the "as-built" drawings, information and documents for the Transmission Owner's Interconnection Facilities specified in Appendix C to this GIA.

Such drawings, information and documents shall be deemed Confidential Information.

Upon completion, the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall be under the control of Transmission Provider or its designated representative.

5.12 Access Rights. Upon reasonable notice by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish *at no cost* to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Transmission Owner's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades upon such property.

5.14 Permits. Transmission Provider or Transmission Owner and Interconnection Customer

shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to the Transmission Owner's own, or an Affiliate's, generation to the extent that Transmission Owner or its Affiliate owns generation.

5.15 Early Construction of Base Case Facilities. (Includes facilities required for all queued projects with interconnection agreements).Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades, Transmission Owner's System Protection Facilities or Distribution Upgrades required for Interconnection Customer to be interconnected to the Transmission or Distribution System, as applicable, which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer with a prior GIA, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Any such Network Upgrades, System Protection Facilities or Distribution Upgrades are included in the facilities to be constructed and as set forth in Appendix A to this GIA to the extent they are reasonably known.

5.16 Suspension.

5.16.1 Interconnection Customer's Right to Suspend for Force Majeure Event; Obligations. Provided that such suspension is permissible under the authorizations, permits or approvals granted for the construction of such Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, Interconnection Customer will not suspend unless a Force Majeure event occurs.

Interconnection Customer must provide written notice of its request for suspension to Transmission Provider and Transmission Owner, and provide a description of the Force Majeure event that is acceptable to Transmission Provider. Suspension will only apply to Interconnection Customer milestones and Interconnection Facilities described in the Appendices of this GIA. Prior to suspension, Interconnection Customer must also provide security acceptable to Transmission Owner, equivalent to the higher of $5 million or the total cost of all Network Upgrades, Transmission Owner's System Protection Facilities, and Distribution Upgrades listed in Appendix A of this GIA. Network Upgrades and Transmission Owner's Interconnection Facilities will be constructed on the schedule described in the Appendices of this GIA unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Network Upgrades are not needed by any other project; or (3) Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3) security shall be released upon the determination that the Network Upgrades will no longer be constructed.

If suspension occurs, the Transmission or Distribution System, as applicable, shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Transmission Provider's and Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider and Transmission Owner (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission or Distribution System, as applicable, during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider and Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor

contract, Transmission Provider and Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Transmission Provider and Transmission Owner shall each invoice Interconnection Customer for such costs pursuant to Article 12 and shall use Reasonable Efforts to minimize its costs. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, and has not requested Transmission Owner to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.16.2 Effect of Missed Interconnection Customer Milestones. If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer Milestone provided in Appendix B ("Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, the Transmission Owner's Milestones may be revised, following consultation with Interconnection Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective Milestones.

5.16.3 Effect of Suspension; Parties Obligations. In the event that Interconnection Customer suspends work pursuant to this Article 5.16, no construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension unless ordered by a Governmental Authority, with such order being the Force Majeure event causing the suspension. Should Interconnection Customer request that work be recommenced, Transmission

Owner shall be obligated to proceed with Reasonable Efforts and in consideration of all relevant circumstances including regional outage schedules, construction availability and material procurement in performing the work as described in Appendix A and Appendix B. Transmission Owner will provide Interconnection Customer with a revised schedule for the design, procurement, construction, installation and testing of the Transmission Owner's Interconnection Facilities and Network Upgrades. Upon any suspension by Interconnection Customer pursuant to Article 5.16, Interconnection Customer shall be responsible for only those costs specified in this Article 5.16.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades and Generator Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. To the extent that Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Transmission Owner represents, and the Parties acknowledge, that Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Interconnection Customer to Transmission Owner for Network Upgrades is to be treated as an upfront payment in accordance with Rev Proc 2005-35. It is anticipated by the parties that any amounts paid by Interconnection Customer to Transmission Owner for Network Upgrades will be reimbursed to Interconnection Customer in accordance with the

terms of this GIA, provided Interconnection Customer fulfills its obligations under this GIA.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for the Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 2016-36. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above, with a copy to Transmission Provider. Transmission Owner represents and covenants that the cost of the Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Upon Transmission Owner. Notwithstanding Article 5.17.1 and to the extent

permitted by law, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences or any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are

imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, Interconnection Customer

shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner shall file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement

represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable,

together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in 18 C.F.R. Section 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave both parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission

Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the other Parties to maintain each Party's tax status. Nothing in this GIA is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and

shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission or Distribution System as applicable, Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof which shall be the responsibility of Interconnection Customer.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Owner makes to the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, or the Transmission or Distribution System, as applicable, to facilitate the interconnection of a third party to the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, or to provide transmission service to a third party under the Tariff.

Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.19.4 **Sole Interconnection**: During the term of this GIA, Interconnection Customer shall not connect the Generating Facilities described in Appendix A of this GIA to the transmission facilities of any transmission provider other than the Transmission Provider, or a successor to the Transmission Provider, except as expressly allowed by the Transmission Provider's Tariff. Any connection that violates this Article 5.19.4 shall be deemed a breach of this GIA subject to default and termination pursuant to Articles 17 and 2 of this GIA. In the event Interconnection Customer proposes to connect the Generating Facilities to the transmission system of another transmission provider, all Interconnection Service under this agreement shall terminate no later than the date on which such Generating Facilities achieve commercial operation over its connection to the other transmission provider. Interconnection Customer shall adhere to the requirements of Attachment Y to the Tariff as applicable.

ARTICLE 6. TESTING AND INSPECTION

6.1 **Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, Transmission Owner shall test the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades, and Interconnection Customer shall test each electric production device at the Generating Facility, Interconnection Customer's System Protection Facilities, including control equipment to limit injection at the POI to the level of Interconnection Service set forth in Appendix A and the Interconnection Customer's

Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Transmission Owner and Interconnection Customer shall make any modifications to their respective facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2 **Post-Commercial Operation Date Testing and Modifications**. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission or Distribution System, as applicable, in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the Interconnection Facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 **Right to Observe Testing.** Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties shall each have the right, at its own expense, to observe such testing.

6.4 **Right to Inspect**. Each Party shall have the right, but shall have no obligation to: (i) observe Transmission Owner's and Interconnection Customer's tests and/or inspection of any of their respective System Protection Facilities and other protective equipment, including power system stabilizers and control equipment; (ii) review the settings of the System Protection Facilities and other protective equipment; and (iii) review the maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System

Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless the Interconnection Customer is utilizing shared Interconnection Customer Interconnection Facilities, or unless otherwise agreed by the Parties, Transmission Owner, at its election, or otherwise Interconnection Customer, shall install Metering Equipment (the "Metering Party") at the Point of Interconnection prior to any operation of the Generating Facility. Transmission Owner, at its election, or otherwise Interconnection Customer shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at the Metering Party's option, compensated to, the Point of Interconnection. If Interconnection Customer will share Interconnection Facilities with any other projects, Interconnection Customer shall install Metering Equipment either on its own Generating Facility or its own non-shared facilities sufficient to measure the output of such Interconnection Customer's Generating Facility separately from any other Generating Facilities with which it will share Interconnection Facilities. The Metering Party shall provide metering quantities, in analog and/or digital form, to the other Parties upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2 Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the Metering Equipment owned by the Metering Party. Such check meters shall be for check purposes only and shall not be used for the measurement of

power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider, Transmission Owner or their designees. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 **Standards**. The Metering Party shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 **Testing of Metering Equipment**. The Metering Party shall inspect and test Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by a Party, the Metering Party shall, at the requesting Party's expense, inspect or test Metering Equipment more frequently than every two (2) years. The Metering Party shall give reasonable notice to the other Parties of the time when any inspection or test shall take place, and the other Parties may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to the Metering Party's failure to maintain, then the Metering Party shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, the Metering Party shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the previous test of the Metering Equipment.

7.5 **Metering Data**. At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Provider and

Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by and at the cost of Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

Unless the Generating Facility is an Intermittent Resource not relying on wind or solar as a fuel source, Interconnection Customer shall install communication and control equipment such that the Generating Facility can receive and respond to the appropriate dispatch signals while operating under the Tariff. Where applicable, the requirements of the communication and control equipment will be enumerated in Appendix C to this GIA.

8.2 Remote Terminal Unit (RTU). Prior to the Initial Synchronization Date of the

Generating Facility, a remote terminal unit, or equivalent data collection and transfer equipment acceptable to both Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner and Transmission Provider through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner and Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider and Transmission Owner.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source will, upon request by the Transmission Provider, be

required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Data requirements for meteorological and forced outage data will be negotiated by the Transmission Provider and the Interconnection Customer, and will be set forth in Appendix C, Interconnection Details, of this GIA.

ARTICLE 9. OPERATIONS

9.1 **General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to any Party all information that may reasonably be required by that Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Local Balancing Authority Notification**. At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Local Balancing Authority in which the Generating

Facility will be located. If Interconnection Customer elects to locate the Generating Facility through dynamic metering/scheduling in a Local Balancing Authority other than the Local Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Local Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Local Balancing Authority.

9.3 Transmission Provider and Transmission Owner Obligations. Transmission Provider shall cause the Transmission System and the Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner in accordance with this GIA. Transmission Provider, or its designee, may provide operating instructions to Interconnection Customer consistent with this GIA and the Tariff and, if applicable, Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. The Generating Facility must be operated in accordance with the operating limits, if any, in the Interconnection Facilities Study and specified in Appendix C of this GIA. Interconnection Customer shall operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of Transmission Provider or its designated Local Balancing Authority Operator of which the Generating Facility is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that a Party provide copies of the requirements set forth in

Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission or Distribution System, as applicable.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the Point of Interconnection at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. The Generating Facility shall be capable of continuous dynamic operation throughout the power factor design range as measured at the Point of Interconnection. Such operation shall account for the net effect of all energy production devices on the Interconnection Customer's side of the Point of Interconnection.

9.6.1.2 Inverter-Based Resource Plants. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the high-side of the generator substation at all

power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all inverter-based resource plants in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting inverter-based resource plants that have not yet completed a System Impact Study as of the effective date of the Final Rule establishing this requirement (Order No. 827). These requirements apply to existing inverter-based resource plants making upgrades that require a new Generator Interconnection Agreement only where the Transmission Provider's System Impact Study shows the need for reactive power as a result of an upgrade. If applicable, these requirements will be memorialized in Appendix C to this GIA.

Additional reactive power requirements for inverter-based resource plants are provided in Appendix G of this GIA.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria), to maintain the output

voltage or power factor at the Point of Interconnection as specified by Transmission Provider. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Local Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission or Distribution System as applicable. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify Transmission Provider's system operator, or its designated representative.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission or Distribution System, as applicable, or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time

period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Local Balancing Authority on a comparable basis.

9.6.3 Payment for Reactive Power. Payments for reactive power shall be pursuant to any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

9.6.4 Primary Frequency Response. This Section 9.6.4 shall only apply in the event that the Interconnection Request for the Generating Facility completed Definitive Planning Phase Interconnection Customer Decision Point 2 after May 15, 2018.

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or

equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this GIA. The primary frequency response requirements contained herein shall apply to both synchronous and inverter-based resource plant Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (a) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (b) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer

needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent

requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this GIA. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this GIA.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this GIA. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by

Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this GIA when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System.

9.6.4.5 Inverter-Based Resource Plants. Additional primary frequency response requirements for inverter-based resource plants, including electric storage resources, are provided in Appendix G of this GIA.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Interconnection Customer and Transmission Owner may each in accordance with Good Utility Practice in coordination with the other Party and Transmission Provider remove from service any of its respective Interconnection Facilities, System Protection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace

equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to notify one another and schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider and Transmission Owner for a minimum of a rolling twenty-four (24) month period in accordance with the Transmission Provider's procedures. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate, pursuant to applicable Transmission Provider tariff or rate schedule, Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent the Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

Costs shall be determined by negotiation between Transmission Provider and Interconnection Customer prior to implementation of the voluntary change in outage schedules, or if such request is made by or on behalf of a Transmission Customer requesting firm service, costs and recovery of costs shall be determined through a bilateral agreement between the Transmission Customer and Interconnection Customer. Voluntary changes to outage schedules under this Article 9.7.1.2 are separate from actions and compensation required under Article 13 and for which costs are recovered in accordance with Transmission Provider's applicable tariff or rate schedule.

9.7.1.3 Outage Restoration. If an outage on either the Interconnection Customer's or Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades adversely affects a Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice to the other Parties explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary

to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission or Distribution System, as applicable;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection

Facilities, and the Transmission or Distribution System, as applicable to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency, Over-Frequency, Under-Voltage, and Over-Voltage Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency or under-voltage system disturbance. Interconnection Customer shall implement under-frequency, over-frequency, under-voltage, and over-voltage relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency and/or voltage deviations of pre-determined magnitudes, including under-frequency, over-frequency, under-voltage, and over-voltage, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain its System Protection Facilities as a part of the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any Transmission Owner's System Protection Facilities that may be required on the Transmission Owner's Interconnection Facilities or the Transmission Owner's transmission or distribution facilities as a result of the interconnection of the Generating

Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Interconnection Customer's and Transmission Owner's System Protection Facilities shall be designed and coordinated with Affected Systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Generating Facility.

9.7.4.5 Each Party will test, operate and maintain their respective System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, Interconnection Customer or Transmission Owner, or their respective agents, shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, Interconnection Customer or Transmission Owner shall each perform both calibration and functional trip tests of their respective System Protection Facilities. These tests do not require the tripping of any in-service generating unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.4.7 Operations under an LLGIA prior to Service Commencement Date: If this GIA is an LLGIA, Interconnection Customer shall not commence Commercial Operation or otherwise inject electricity onto the Transmission System prior to the Service Commencement Date of the LARS Associated Load except for injections associated with testing otherwise allowed by this LLGIA. In the event that the LARS Associated Load commences service for an amount of Transmission Service less than the amount requested in the LARS Application, Interconnection Customer's injections shall be subject to the Annual ERIS Evaluation Study and Quarterly Operating Limits processes as described in Section 6.6 of the Generator Interconnection Business Practices Manual and may be limited to the current Demand of the LARS Associated Load until such time as the LARS Associated Load has commenced service.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission or Distribution System, as applicable, not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission or Distribution System, as applicable. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission or Distribution System, as applicable, at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative

sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission or Distribution System, as applicable, could adversely affect the Generating Facility.

9.7.6 Power Quality. Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1, and any applicable superseding electric industry standard, the applicable superseding electric industry standard shall control.

9.8 Switching and Tagging Rules. Prior to the Initial Synchronization Date, each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Other Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission or Distribution System, as applicable, and shall be used for no other purpose.

9.9.2 Other Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld or delayed, to

allow one or more Parties to use the Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any non-Party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to Dispute Resolution pursuant to Section 12 of the Tariff.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the

Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing Interconnection Service or Transmission Service to a non-Party and such non-Party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner's Interconnection Facilities to the extent required by Transmission Owner on a comparable basis.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.

11.2 Transmission Owner's Interconnection Facilities. Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner's Interconnection Facilities described in Appendix A at the sole expense of Interconnection Customer.

11.3 Network Upgrades, System Protection Facilities and Distribution Upgrades. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades and/or Generator Upgrades. As required by Section 7.3.2.1 and 7.3.3.1 of Attachment X, Transmission Owner shall have provided Transmission Provider with written notice if Transmission Owner elects to fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities; otherwise, such facilities, if any, shall be solely funded by Interconnection Customer. In the event that the Transmission Owner elects to fund the capital costs of the Network Upgrades and/or Transmission Owner's System Protection Facilities, then the Parties shall enter into a Facilities Service Agreement. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X to the MISO Tariff .

11.3.1 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades. Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued Interconnection Request withdrew or was deemed to have withdrawn, (2) the interconnection agreement associated with a higher queued Interconnection Request was terminated prior to the project's In-Service Date, (3) the Commercial Operation Date for a higher queued

Interconnection Request is delayed, or the project itself is delayed (including due to suspension) such that facilities required to accommodate lower queued projects or the project itself may be altered, (4) the queue position is reinstated for a higher-queued Interconnection Request whose queue position was subject to dispute resolution, (5) changes occur in Transmission Provider or Transmission Owner equipment design standards or reliability criteria giving rise to the need for restudy, (6) the facilities required to accommodate a higher queued Interconnection Request were modified constituting a Material Modification pursuant to Section 4.4 of the GIP, (7) a GIA with an effective date prior to this GIA is terminated, (8) when ordered to restudy by FERC, or (9) the Network Upgrade Facilities Study for a Network Upgrade, which is to be included in this GIA, is completed after execution of this GIA. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

11.3.2 Agreement to Restudy and Cost Reallocation. In the event that one of the contingencies listed in Article 11.3.1 occurs, at any time before the Network Upgrades, Common Use Upgrades, Shared Network Upgrades, System Protection Facilities and/or Distribution Upgrades associated with higher queued Interconnection Requests with GIA in effect prior to this GIA are completed, Transmission Provider may determine, in its discretion, that a restudy is required. If a restudy is required, Transmission Provider will provide notice to Interconnection Customer and Interconnection Customer agrees to enter into an Interconnection Study Agreement for such restudy. Transmission Provider will reevaluate the need for any Common Use Upgrade(s) and/or Shared Network

Upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of any cost reallocation required under this Article 11.3.2.

11.3.3 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that funded the Shared Network Upgrades in accordance with Attachment X and Attachment FF of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment by Transmission Owner(s) and the Affected System Owner(s) that own the Network Upgrades, of the amount paid respectively to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, as provided under Attachment FF of this Tariff and including any tax gross-up or other tax-related payments associated with the repayable portion of the Network Upgrades, and not repaid to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Tariff and Affected System's Tariff for Transmission Services with respect to the Generating

Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19 (a)(2)(iii) from the date of any payment for Network Upgrades through the date on which Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Interconnection Customer has suspended construction pursuant to Article 11 or the Network Upgrades have been determined not to be needed pursuant to this Article 11.4.1. Interconnection Customer may assign such repayment rights to any person.

If the Generating Facility is designated a Network Resource under the Tariff, or if there are otherwise no incremental payments for Transmission Service resulting from the use of the Generating Facility by Transmission Customer, and in the absence of another mutually agreeable payment schedule any repayments provided under Attachment FF shall be established equal to the applicable rate for Firm Point-To-Point Transmission Service for the pricing zone where the Network Load is located multiplied by the portion of the demonstrated output of the Generating Facility designated as a Network Resource by the Network Customer(s) or in the absence of such designation, equal to the monthly firm single system-wide rate defined under Schedule 7 of the Tariff multiplied by the portion of the demonstrated output of the Generating Facility under contract to Network Customer(s) and consistent with studies pursuant to Section 3.2.2.2 of the GIP.

Notwithstanding the foregoing, as applicable and consistent with the provisions of Attachment FF of this Tariff, Interconnection Customer, Transmission Provider, Transmission Owner, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Owner and Affected System Operator take one of the following actions no later than five (5) years from the Commercial Operation Date: (1) return to

Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Owner or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Generating Facility is installed in phases, the amount eligible for refund as each phase achieves Commercial Operation will be reduced by the proportional amount of generation capacity not yet installed. However, all facilities in Appendix A other than the Generating Facility shall be built without consideration for the phasing of the Generating Facility as though the entire Generating Facility will be placed in Commercial Operation for the full output or increased output of the Generating Facility constructed by Interconnection Customer under this GIA.

If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Transmission Owner and Affected System Operator shall at that time reimburse Interconnection Customer for the remaining applicable amounts that may be refundable pursuant to Attachment FF of this Tariff that were advanced for the Network Upgrades on their respective systems as described above. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the reimbursement must be made.

11.4.2 Special Provisions for Transmission Provider as an Affected System to be covered under Separate Agreements. When the Transmission Owner's

Transmission or Distribution System (including for this Article 11.4.2 independent distribution systems connected to the Transmission System) is an Affected System for an interconnection in another electric system, Transmission Provider will coordinate the performance of Interconnection Studies with the other system. Transmission Provider will determine if any Network Upgrades or Distribution Upgrades, which may be required on the Transmission System as a result of the interconnection, would not have been needed but for the interconnection. Unless Transmission Owner provides, under the interconnection agreement between Interconnection Customer and the other system, for the repayment of amounts advanced to Transmission Provider or an impacted Transmission Owner for Network Upgrades, Interconnection Customer, Transmission Provider, and the impacted Transmission Owner(s) shall enter into an agreement that provides for such repayment by Transmission Owner(s) as directed by Transmission Provider. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursement or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Initial Payment. For upgrades that the Transmission Owner has elected to self-fund, the Interconnection Customer is responsible for making the initial payment for the total cost

of Network Upgrades (excluding JTIQ Upgrades) or Transmission Owner's System Protection Facilities in the form of security pursuant to Article 11.6. For upgrades where the Transmission Owner did not elect to self-fund, the Interconnection Customer shall elect (and provide its election to the Transmission Provider within five days of the commencement of negotiation of the GIA pursuant to Section 11.2 of the GIP) to make either 1) an initial payment equal to twenty (20) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date is less than or equal to five (5) years of the initial payment date); or 2) an initial payment equal to ten (10) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date exceeds the initial payment date by more than five (5) years); or 3) the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades in the form of security pursuant to Article 11.6. The initial payment shall be provided to Transmission Owner by Interconnection Customer pursuant to this Article 11.5 within the later of a) forty-five (45) Calendar Days of the execution of the GIA by all Parties, or b) forty-five (45) Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) forty-five (45) Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer. If the Interconnection Customer made its milestone payments in the form of cash and the Interconnection Customer elects a cash initial payment, then the Transmission Provider shall transfer those funds to the Transmission Owner on the Interconnection Customer's behalf.

11.6 Provision of Security. Unless a milestone cash payment schedule is provided in Appendix B, Interconnection Customer shall, at least forty-five (45) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a

discrete portion of a facility, not otherwise funded under Article 11.5, provide additional security. Additionally, the Interconnection Customer will be required to provide security more than forty-five (45) Calendar Days in advance if requested by Transmission Owner because regulatory approvals are required for the construction of such facilities. Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's selection, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the applicable costs and cost commitments, in addition to those funded under Article 11.5, required of the Party responsible for building the facilities pursuant to the construction schedule developed in Appendix B for designing, engineering, seeking regulatory approval from any Governmental Authority, constructing, procuring and installing the applicable portion of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

11.6.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.6.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.

11.6.3 The surety bond must be issued by an insurer reasonably acceptable to

Transmission Owner and must specify a reasonable expiration date.

11.6.4 If the Shared Network Upgrade is not in service, Interconnection Customer will not be required to make a payment under Schedule 26-B until the Shared Network Upgrade is in service, but Interconnection Customer will provide, as applicable, an Irrevocable Letter of Credit to fund any Shared Network Upgrade pursuant to Attachment FF of the Tariff. The Irrevocable Letter of Credit shall be in an amount sufficient to cover the Interconnection Customer's share of the applicable costs and cost commitments associated with the Shared Network Upgrades. Transmission Provider may periodically adjust the Interconnection Customer's share of the applicable costs and cost commitment of Shared Network Upgrades and may require Interconnection Customer to adjust the amount of the Irrevocable Letter of Credit accordingly.

11.7 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.4 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

11.8 Provision of Security for JTIQ Upgrades. If the Transmission Provider determines that the Interconnection Request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO SPP JOA) and is included in the JTIQ Participation Group, Interconnection Customer shall be required to provide security in accordance with Attachment X, Appendix 18 (MISO JTIQ Commitment Agreement) and SPP's JTIQ Service Agreement.

ARTICLE 12. INVOICE

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to

which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 **Final Invoice**. Within six (6) months after completion of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Owner shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 **Payment**. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this GIA.

12.4 **Disputes**. In the event of a billing dispute among the Parties, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or Transmission Owner or into an independent escrow

account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may or, at Transmission Owner's request upon Interconnection Customer's failure to pay, Transmission Owner, shall provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accord with the methodology set forth in 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Obligations. Each Party shall comply with the Emergency Condition procedures of Transmission Provider, NERC, the Applicable Reliability Council, and Applicable Laws and Regulations.

13.2 Notice. Transmission Provider or Transmission Owner shall notify the other Parties promptly when it becomes aware of an Emergency Condition that affects the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Interconnection Customer shall notify Transmission Provider and Transmission Owner, which includes by definition if applicable, the operator of a Distribution System, promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission or Distribution System, as applicable, or the Transmission Owner's Interconnection Facilities.

To the extent information is known, the notification shall describe the Emergency

Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in a Party's reasonable judgment, immediate action is required, the Party exercising such judgment shall notify and obtain the consent of the other Parties, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission or Distribution System, as applicable.

13.4 Transmission Provider and Transmission Owner Authority.

13.4.1 General. Transmission Provider or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or the Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or the Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider or Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Provider or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up,

increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's or Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. Transmission Provider or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or the Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to the Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer and Transmission Owner using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary pursuant to Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.5 Interconnection Customer Authority. Consistent with Good Utility Practice and this

GIA and the GIP, Interconnection Customer may take whatever actions or inactions with regard to the Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and the Transmission Owner's Interconnection Facilities. Transmission Provider and Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this GIA, no Party shall be liable to any other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

13.7 Audit. In accordance with Article 25.3, any Party may audit the performance of another Party when that Party declared an Emergency Condition.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek, and if necessary assist the other Party and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 2005, as amended, or

the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to the other and not required by this GIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4 and 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-Breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to the other Party if one Party gives notice of such Breach. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Termination. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party or Parties shall terminate this GIA, subject to Article 2.3.2 of this GIA, by written notice to the Breaching Party, with a copy to the other Party if one Party gives notice of termination, and be relieved of any further obligation hereunder and, whether or not that Party(ies) terminates this GIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is (they are) entitled at law or in equity. The provisions of this Article will survive termination of this GIA.

17.1.3 Cross-Default. Pursuant to Article 11.3 of this GIA, the Parties shall enter into a

Facilities Service Agreement if the Transmission Owner has elected to fund the capital for the Network Upgrades and/or Transmission Owner's System Protection Facilities. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the Facilities Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA. If a default under this GIA results from the Interconnection Customer's breach of the Facilities Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the Facilities Service Agreement and this GIA.

Pursuant to Section 11.3 of the GIP, an Interconnection Customer included in a JTIQ Participation Group shall execute or request the unexecuted filing both of the Transmission Provider's JTIQ Commitment Agreement and the JTIQ Service Agreement included in SPP's tariff. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the JTIQ Commitment Agreement or SPP's JTIQ Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA provided, however, that the manner and timing of cure of such breach shall adhere to the requirements of the applicable agreement and cure in accordance with the provisions of such agreement shall also cure the breach of this GI. If a default under this GIA results from the Interconnection Customer's breach of the JTIQ Commitment Agreement or SPP JTIQ Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the JTIQ Commitment Agreement, SPP JTIQ Service Agreement, and this GIA.

ARTICLE 18. LIMITATION OF LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Limitation of Liability. A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this GIA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in this Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this GIA, regardless of whether the obligation is preceded by a specific directive.

18.2 Indemnity. To the extent permitted by law, an Indemnifying Party shall at all times indemnify, defend and hold the other Parties harmless from Loss.

18.2.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.2, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.2.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.2.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal

proceeding or investigation as to which the indemnity provided for in Article 18.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the

consent of the Indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

18.3 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided; however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.4 Insurance. Transmission Owner and Interconnection Customer shall, at their own expense, maintain in force throughout the period of this GIA pursuant to 18.4.9, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business or an approved surplus lines carrier in the state where the Point of Interconnection is located:

18.4.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.4.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of

One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.4.3 Comprehensive Automobile Liability Insurance, for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers licensed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) each occurrence for bodily injury, including death, and property damage.

18.4.4 Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate for generators not eligible for the Fast Track Process in GIP Section 14. The requirement for generators eligible for the Fast Track Process in GIP Section 14 is a minimum combined single limit of Five Million Dollars ($5,000,000) per occurrence/Five Million Dollars ($5,000,000) aggregate..

18.4.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Groups and provide thirty (30) Calendar Days' advance written notice to the Other Party Groups prior to anniversary date of cancellation or any material change in coverage or condition.

18.4.6 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.4.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by Transmission Owner and Interconnection Customer.

18.4.8 The requirements contained herein as to the types and limits of all insurance to be maintained by Transmission Owner and Interconnection Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Transmission Owner and Interconnection Customer under this GIA.

18.4.9 As of the date set forth in Appendix B, Milestones, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, Interconnection Customer and Transmission Owner shall provide the other Party with certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.4.10 Notwithstanding the foregoing, Transmission Owner or Interconnection

Customer may self-insure to meet the minimum insurance requirements of Articles 18.4.1 through 18.4.8, to the extent it maintains a self-insurance program; provided that, Transmission Owner's or Interconnection Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets minimum insurance requirements under Articles 18.4.1 through 18.4.8. For any period of time that a Transmission Owner's or Interconnection Customer's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.4.1 through 18.4.9. In the event that Transmission Owner or Interconnection Customer is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.4.9.

18.4.11 Transmission Owner and Interconnection Customer agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that a Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of either Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify

Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider and Transmission Owner with proof that it meets the requirements of Article 11.5 and 18.4. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 **Severability**. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any non-Party, but only if such non-Party is not acting at the direction of either Transmission Provider or Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 **Comparability**. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations including such laws, rules and regulations of Governmental Authorities establishing standards of conduct, as amended from time to

time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Article 22.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with Commission policy and regulations.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of this GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential

Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 22 shall survive such termination.

22.1.9 Remedies**.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff or a State**.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a

Party that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this GIA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for

any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect another Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 **Information Acquisition**. Transmission Provider, Transmission Owner and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 **Information Submission by Transmission Provider and Transmission Owner** The initial information submission by Transmission Provider to Interconnection Customer, with copy provided to Transmission Owner, shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission or

Distribution System information, as applicable and available, necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis, Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer to Transmission Provider, with copy to Transmission Owner, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit to Transmission Provider and Transmission Owner a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by Transmission Provider and Interconnection Customer to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection

Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice, such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 %) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses in Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider and Transmission Owner for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider and Transmission Owner any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide Interconnection Customer, with copy to Transmission Provider, any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner substation that may affect the Interconnection

Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access. Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which another Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2 Reporting of Non-Force Majeure Events. A Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle any Party receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit at its own expense the other Parties' accounts and records pertaining to the Parties' performance or the Parties' satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Parties' costs, calculation of invoiced amounts, the Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission or Distribution

System, as applicable, the Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the Party or from whom the overpayment or underpayment is owed together with

those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider or Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of

the Notice of Dispute by the non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the Tariff.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority**.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not

violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. {RESERVED}

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.1.1 Reversion. If offered pursuant to an Agency Agreement under which this GIA is executed by Transmission Provider as agent for the relevant Transmission Owner, in the event that the relevant Agency Agreement terminates, any HVDC Service offered by Transmission Provider under this GIA shall revert to the relevant Transmission Owner and Transmission Provider shall be released from all obligations and responsibilities under this GIA.

30.2 Conflicts. In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including."

30.4 Entire Agreement. This GIA, including all Appendices and attachments hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this GIA.

30.5 No Third Party Beneficiaries. This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by any Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain Interconnection Service from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8 Multiple Counterparts. This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by all of the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all

Applicable Laws and Regulations.

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Transmission Owner and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this GIA in multiple originals; each of which shall constitute and be an original GIA among the Parties.

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Name: _____

Title: _____

Transmission Owner

[Insert name of Transmission Owner]

By: _____

Name: _____

Title: _____

Interconnection Customer

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

Project No. _____

APPENDICES TO GIA

Appendix A Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades

Appendix B Milestones

Appendix B-1 Pre-Certification Generation Test Notification Form

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

Appendix G Interconnection Requirements for Inverter-Based Resource Plants

Appendix H Interconnection Requirements for Provisional GIA

Appendix I Requirements Applicable to Surplus Interconnection Service

Appendix A to GIA

Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades

1. Description of Generating Facility

Interconnection Customer shall install a [_____] MVA facility, rated at [_____] MW gross and [_____] MW net, with all studies performed at or below these outputs. The Generating Facility is composed of [__] units in a [*insert description – combined cycle, single coal-fired, wind farm, etc.*] rated at [_____] each. Describe the interconnection service provided under this agreement [*insert description – Network Resource or Energy Resource]* and level of service [ ] MW.

Interconnection Customer shall install a switchyard with the appropriate protection equipment coordinated per Appendix C to this GIA. The Switchyard shall contain [_____] generator step-up transformer(s), [_____] circuit breakers connected in [_____] fashion [*describe or point to a single-line diagram*].

2. Description of LARS Associated Load

The LARS Associated Load for this LLGIA is described as follows:
MTEP ID:_____
LARS Associated Transmission Customer:_____
Transmission Service Granted in LARS Study:____ (in MW) ____
Location of Point of Withdrawal:____
Service Commencement Date:____

[*describe and include a - diagram illustrating that the Point of Interconnection for the Generating Facility is in the same Local Resource Zone as the Point(s) of Withdrawal*

through which the LARS Associated Load will receive Transmission Service]

~~2~~3. Interconnection Facilities

(a) Point of Interconnection. The Point of Interconnection shall be at the point where _____. See Exhibit A1___ Drawing No. _____ dated _____, which drawing is attached hereto and made a part hereof. If not located at the Point of Interconnection, the metering point(s) shall be located at

(b) Interconnection Facilities (including metering equipment) to be constructed by Interconnection Customer. Interconnection Customer shall construct _____ and are detailed in Exhibit A1____. These facilities are estimated to cost $_____ and are detailed in Exhibit A1____.

(c) Transmission Owner Interconnection Facilities (including metering equipment) to be constructed by Transmission Owner. Transmission Owner shall construct _____and are detailed in Exhibit A1___. These facilities are estimated to cost $_____ and are detailed in Exhibit A1___.

~~3~~4. Network Upgrades

(a) Stand-Alone Network Upgrades to be installed by _____. Transmission Owner shall install _____, detailed in Exhibit A2___. These facilities are estimated to cost $_____ and are detailed in Exhibit A2___.

(b) Network Upgrades to be installed by Transmission Owner. Transmission Owner shall install _____, detailed in Exhibit A2___. These facilities are estimated to cost $_____ and are detailed in

Exhibit A2___.

(c) Shared Network Upgrade(s) to be funded by Interconnection Customer. Alternatively, where Transmission Provider determines that Interconnection Customer benefits from one or more prior Network Upgrades or Common Use Upgrades, those Network Upgrades and/or Common Use Upgrades will be classified by Transmission Provider as Shared Network Upgrades under this GIA, and Interconnection Customer is responsible for costs as detailed below. Interconnection Customer may later be eligible for refund and/or contribution if subsequent Interconnection Customers are identified as also benefitting from the Shared Network Upgrade(s). Interconnection Customer shall fund those Shared Network Upgrade(s) detailed in Exhibit A5. Interconnection Customer's cost share of the Share Network Upgrade(s) is estimated at $_____, as detailed in Exhibit A5. Interconnection Customer's cost share of the Shared Network Upgrade(s) may be reduced if later interconnection projects are determined to also benefit from the Shared Network Upgrade(s). Interconnection Customer's cost share of the Shared Network Upgrade(s) may also increase from this estimate where other projects are determined to adversely impact Interconnection Customer's cost share of the Shared Network Upgrade(s).i) If a Shared Network Upgrade is not yet in service as of the date of execution of this GIA, if applicable, Interconnection Customer shall post an Irrevocable Letter of Credit in the amount of its estimated proportionate share of the estimated cost of that Shared Network Upgrade in accordance with Article 11.6.4 as of the date set forth in Appendix B to this GIA.

~~4~~5. System Protection Facilities

(a) System Protection Facilities not listed in Section 2 or 3 to be constructed by Interconnection Customer. Interconnection Customer shall construct _____ detailed in Exhibit A3___. These facilities are

estimated to cost $_____ and are detailed in Exhibit A3___.

(b) System Protection Facilities not listed in 2 or 3 to be constructed by Transmission Owner. Transmission Owner shall construct _____ and detailed in Exhibit A3___. These facilities are estimated to cost $_____ and are detailed in Exhibit A3___.

~~5~~6. Distribution Upgrades

(a) Distribution Upgrades to be constructed by (Transmission/Distribution) Owner (select one for final version). (Transmission/Distribution) Owner shall construct _____ detailed in Exhibit A4___. These facilities are estimated to cost $_____ and are detailed in Exhibit A4___.

~~6~~7. Contingency List [include higher queued Interconnection Requests with GIAs prior to this GIA and contingency Network Upgrades, System Protection Facilities or Distribution Upgrades of higher queued Interconnection Request with GIAs prior to this GIA pursuant to Article 11.3.1 that are subject to restudy in accordance with Article 11.3.2]

(a) Contingency List of MTEP Appendix B projects and contingent actions should Appendix B projects not proceed by listed date to Appendix A.

~~7~~8. Affected System Upgrades List (include higher queued Interconnection Requests with GIAs prior to this GIA)

~~8~~9. JTIQ Upgrades

[To be included in GIA if Interconnection Customer is responsible for a portion of a portfolio of JTIQ Upgrades] Interconnection Customer is subject to the JTIQ Generator

Charge in accordance with Attachment JJJ of the MISO Tariff and Appendix 18 of the Generator Interconnection Procedures.

Initial JTIQ Security amount:

A. Constructing MISO Transmission Owner

1. _____
2. _____
3. _____
4. _____

B. SPP:

Appendix B to GIA

Milestones

1. Selected Option pursuant to Article 5.1: Interconnection Customer selects the [_____] Option as described in Article 5.1.[ ], 5.1.[ ] and 5.1.[ ] shall not apply to this GIA.

2. Milestones: The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this GIA and the GIP.

A. Interconnection Customer Milestones

No.	**Description**	**Date**
1a.	Provide initial payment to Transmission Owner (GIA 11.5)	Within the later of a) 45 Calendar Days of the execution of the GIA by all Parties, or b) 45 Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) 45 Calendar Days of the filing if the GIA is filed unexecuted and the initial

		payment is not being protested by Interconnection Customer.
1b.	Provide security, *i.e.*, a guarantee, surety bond, letter of credit or other reasonably acceptable form of security to Transmission Owner (GIA 11.6).	45 Calendar Days prior to design, procurement and construction.
1c.	Enter into a Facilities Service Agreement ("FSA") as may be applicable, with Transmission Owner for the Network Upgrades associated with this GIA.	Within 90 Calendar Days of the Effective Date of the GIA and prior to in-service date of Network Upgrades associated with this GIA.
1d.	Enter into amendment of this GIA, if required, for Interconnection Requests that did not elect optional negotiation period adjustment for Interconnection Facilities Study pursuant to GIA Section 11.3.1.	Within 90 days of the posting of the final Interconnection Facilities report.
1e.	Enter into SPP JTIQ Service Agreement (if included in JTIQ Participation Group) pursuant to GIP Section 11.1.	Within 15 Calendar Days after tender.
1f.	Enter into any agreement required by an Affected System for the study, construction, or funding of a network upgrade to mitigate impacts (for Interconnection Requests processed through ERAS or LARS) pursuant to GIP Section 3.5.2 (ERAS) or 3.5.4 (LARS).	Within 15 Calendar Days after tender.
2.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; thereafter, within 90 Calendar Days of

		end of fiscal year or insurance renewal date.
3.	i) Provide to Transmission Provider evidence of continued Site Control after execution of this GIA (GIP 7.2.2). ii) Provide evidence of one or more of the following milestones being achieved: (1) execution of contract for (a) fuel supply or transport; (b) cooling water supply; (c) engineering procurement of major equipment or construction; (d) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an officer or authorized agent of Interconnection Customer attesting that the Generating Facility is included in an applicable state resource adequacy plan; or other information that Transmission Provider deems to be reasonable evidence that the Generating Facility will qualify as a designated network resource; or (2) documentation of application for state or local air, water, land, or federal nuclear or hydroelectric permits and that the application is proceeding per regulations (GIP 11.3).	When requested by Transmission Provider. Within 180 Calendar Days of Effective Date.
4.	Provide security in the amount of $_____ to Transmission Owner to commence design, equipment procurement and construction for Interconnection Facilities (GIA 5.5 and 5.6).	As may be agreed to by the Parties.

5.	Invoice Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	As may be agreed to by the Parties, but in no event later than 45 Calendar Days prior to the date the Interconnection Customer must make any construction payment.
6.	Pre-construction meeting.	As may be agreed to by the Parties.
7.	Provide initial design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	180 Calendar Days prior to initial synchronization date.
8.	Provide final design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	90 Calendar Days prior to initial synchronization date.
9.	Deliver to Transmission Owner and Transmission Provider "as-built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.3).	Within 120 Calendar Days of Commercial Operation Date.
10.	Provide Transmission Owner final cost invoices to construct Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within six (6) months of completion.
10a.	Transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner if Interconnection	As agreed to by the Parties but in no event later than the earlier of energization or

	Customer has exercised the Option to Build (GIA 5.2.9).	three days prior to the Initial Synchronization Date.
10b.	Refund overpayment, if any, of estimated costs to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within 30 Calendar Days after submitting invoice for final costs under Milestone 10.
11.	Notify Transmission Provider and Transmission Owner in writing of Local Balancing Authority where Generating Facility is located (GIA 9.2).	Three months prior to Initial Synchronization Date.
12.	Pre-energization meeting.	As may be agreed to by the Parties.
13.	Initial Synchronization Date.	As agreed to by the Parties.
14.	Commercial Operation Date.	As agreed to by the Parties.
15.	Interconnection Customer shall provide the Parties with notice on the status of the Generating Facility, including COD, under Article 15 of this GIA and shall also send such notice by email to ResourceIntegration@misoenergy.org. Notification shall include Interconnection Customer's name, and as applicable Market Participant(s) name(s), and project number.	6 months prior to Initial Synchronization Date.
16.	Interconnection Customer shall provide notice to the Parties of a test plan in advance of conducting tests for the Generating Facility. The notice shall be in the form below and should be provided under Article 15 of this GIA, and a copy of such notice should be emailed to ResourceIntegration@misoenergy.org.	5 Business Days prior to testing.

17.	In the event the Interconnection Customer makes any modifications to the design of the site layouts or interconnection facility routes after execution of this GIA, Interconnection Customer shall notify the Parties of such changes immediately upon identifying the need for such changes. After providing such notification, the Interconnection Customer shall provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or interconnection facility routes (GIP 7.2.2).	90 Calendar Days after Interconnection Customer provides notice to Parties.

B. Transmission Owner Milestones

No.	**Description**	**Date**
0.	Transmission Owner to enter Network Upgrade information into Transmission Provider's MTEP database and model on demand.	10 Business Days after Effective Date.
1.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; within 90 Calendar Days of end of fiscal year or insurance renewal date.
2.	• Commence design of Interconnection Facilities	As agreed to by the Parties

	(GIA 5.5 et seq.). • Commence equipment procurement.	(after completion of Interconnection Facilities Study, receipt of written authorization from Interconnection Customer and Interconnection Customer's deposit of security.
3.	Commence construction of Interconnection Facilities (GIA 5.6 et seq.).	As agreed to by the Parties (after receiving approval of Governmental Authority, receipt of written authorization and security from Interconnection Customer).
4.	Comment on Interconnection Customer's final design and specifications.	Within 30 Calendar Days of Interconnection Customer's submission of final design and specifications.
5.	Deliver to Interconnection Customer and Transmission Provider "as-built" drawings, information and documents regarding Transmission Owner's Interconnection Facilities (GIA 5.11).	Within 120 Calendar Days of Commercial Operation Date.
6.	Provide payment for invoiced estimated costs to construct for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within 30 Calendar Days of receipt of Interconnection Customer's invoice for estimated costs.
6a.	Provide payment for invoiced final cost to construct Stand Alone Network Upgrades for which the	Within 30 Calendar Days of receipt of Interconnection

	Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Customer's invoice for final costs.
7.	Provide Interconnection Customer final cost invoices (GIA 12.2 *et seq.*).	Within (6) six months of completion.
8.	Refund overpayment of estimated costs (GIA 12.2).	90 Calendar Days prior to initial synchronization date. Refunds within 30 Calendar Days.
9.	In-Service Date/Backfeed Date.	As agreed to by the Parties.

C. Affected System Owner Milestones

Task	**Date Due**

Appendix B-1 to GIA

Pre-Certification Generation Test Notification Form

The following form would need to be submitted to MISO Real Time Operations at least five (5) Business Days prior to the first date of testing.

Project Number:

Project Name:

Point of Interconnection:

Dispatcher Contact Information:

Date	Start Time (in EST)	End Time (in EST)	Expected MW Output	Expected MVAR Output (Only needed if beyond normal power factor)

Appendix C to GIA

Interconnection Details

This Appendix C is a part of this GIA among Interconnection Customer, Transmission Owner and Transmission Provider.

1. Transmission Owner shall provide the following "as-built" drawings, information and documents regarding the Transmission Owner's Interconnection Facilities pursuant to Article 5.11 of this GIA.
2. The unique requirements of each generation interconnection will dictate the establishment of mutually agreeable Interconnection and/or Operating Guidelines that further define the requirements of this GIA. The Interconnection and/or Operating Guidelines applicable to this GIA consist of the following information. Additional detail may be provided through attachment to this Appendix C or through electronic means via the web address specified.
    (a) System Protection Facilities;
    (b) Communication requirements;
    (c) Metering requirements;
    (d) Grounding requirements;
    (e) Transmission Line and Substation Connection configurations;
    (f) Unit Stability requirements;
    (g) Equipment ratings;
    (h) Short Circuit requirements;
    (i) Synchronizing requirements;
    (j) Generation and Operation Control requirements;
    (k) Data provisions;
    (l) Energization inspection and testing requirements; and
    (m) Control equipment, if any.
3. Information required pursuant to Section 8.4 for Variable Energy Resource Generating Facilities: _____.

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Transmission or Distribution System equipment and operations, as applicable, and control hardware and software is essential to ensure day-to-day Transmission and Distribution System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission or Distribution System, as applicable, to comply with the recommendations provided by Governmental Authorities regarding Critical Energy Infrastructure Information ("CEII") as that term is defined in 18 C.F.R. Section 388.113(c) and best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of this GIA between Transmission Provider, Transmission Owner and Interconnection Customer.

[Date]

Midcontinent Independent System Operator, Inc.
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Re: _____ Generating Facility

Dear _____:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that **[Interconnection Customer]** commenced commercial operation of Unit No. ___ at the Generating Facility, effective as of **[Date plus one Calendar Day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

cc: Transmission Owner

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Phone: (317) 249-5700
Email: misotap@misoenergy.org or
MISOTransmissionAccessPlanning@misoenergy.org

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Appendix G to GIA

Interconnection Requirements for Inverter-Based Resource Plants

Appendix G sets forth requirements and provisions specific to inverter-based resource (IBR) plants. Transmission Owner Local Planning Criteria for IBR performance may differ from Appendix G requirements. In such cases, Transmission Owner Local Planning Criteria shall supersede the Appendix G requirements and be documented in Appendix C of this GIA[1]. All other requirements of this GIA also apply to IBR plant interconnections. *IBR plants* shall meet both Applicable Reliability Standards and Appendix G requirements. Battery energy storage systems required to furnish grid-forming controls shall be exempt from specific IEEE 2800 requirements as outlined in the BPM for Generator Interconnection. Italicized terms indicate IEEE 2800-2022 defined terms[2]. IEEE 2800-2022's definitions will govern these italicized terms unless otherwise defined herein.

A. General

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 4 requirements, except for subclauses 4.1 (introduction), 4.5 (operational measurement and communication capability), 4.6 (control capability requirements), 4.8 (isolation devices), 4.9 (inadvertent energization of TS), 4.11 (interconnection integrity), and 4.12 (integration with TS grounding).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as Transmission Provider and Transmission Owner[3] specification options noted in IEEE 2800-2022.

- Subclause 4.2.1: The *reference point of applicability* (RPA) shall be at the *point of measurement* (POM) bus with the exception of requirements specified in

[1] IEEE 2800-2022 points to "weak grid" issues requiring exceptions to default values and ranges of available settings for various types of performance. IEEE 2800-2022 Annex C.2 contains discussion on characterizing weak grid areas.

[2] "IEEE Standard for Interconnection and Interoperability of Inverter-Based Resources (IBRs) Interconnecting with Associated Transmission Electric Power Systems," in IEEE Std 2800-2022 , vol., no., pp.1-180, 22 April 2022, doi: 10.1109/IEEESTD.2022.9762253.

[3] For the purpose of this GIA, the IEEE 2800 term of *TS operator* is synonymous with Transmission Owner and the IEEE 2800 term of *TS owner* is synonymous with Transmission Planner or Transmission Owner, as applicable.

Clauses 7.2.2.3.4 and 7.2.2.3.5 of the standard to have the RPA at the *point of connection* (POC).

- Subclause 4.3: The Transmission Owner shall specify the nominal voltage and frequency at the RPA in Appendix C of this GIA.
- Subclause 4.10.2: The *enter service* criteria shall use the default values for *applicable voltages* and *applicable frequency* specified in the table below unless otherwise specified in Appendix C of this GIA[4].

Enter service criteria	**Default setting**
Applicable voltage, minimum value	0.9 p.u.
Applicable voltage, maximum value	1.05 p.u.
Applicable frequency, minimum value	58.8 Hz
Applicable frequency, maximum value	60.12 Hz.

- Subclause 4.10.3: The performance during *enter service* shall use the default values specified below unless otherwise specified in Appendix C of this GIA.
  - The minimum intentional delay performance, as defined in Subclause 4.10.3, b), shall be 0 seconds.
  - The duration of the *enter service* period, as defined in Subclause 4.10.3, c), shall be 300 seconds.

B. Response to Abnormal Conditions

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 7 requirements, except for subclauses 7.2.1 (voltage protection) and 7.3.1 (mandatory frequency tripping). Where Applicable Reliability Standards require more stringent ride-through requirements compared to IEEE 2800-2022 Clause 7 requirements, those standards shall take precedence[5].

[4] MISO default values may be modified within the IEEE 2800 range of allowable settings by Transmission Owner Local Planning Criteria.

[5] More stringent ride-through requirements include, but are not limited to, expanded voltage and frequency

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points[6] noted in IEEE 2800-2022.

- Subclause 7.2.2.1: The Transmission Owner shall specify the nominal voltage for use by this clause. Nominal voltages may include nominal transmission system voltages that are different from standard ANSI C84.1-2016 voltages.
- Subclause 7.2.2.2: If the *IBR plant* cannot deliver both active and reactive power due to its current limit (or apparent power limit), when the *applicable voltage* is below 95%, then preference shall be given to reactive power while minimizing any reductions in active power.
- Subclause 7.2.2.3: The *IBR plant* shall give preference to reactive power unless otherwise specified in Appendix C of this GIA. In addition, the *IBR plant* shall minimize reductions in active power while carrying out the reactive current priority mode response.
- Subclause 7.2.2.3.4: The Interconnection Customer shall submit the *IBR plant* controls default relationship between the magnitude of incremental positive and negative sequence reactive currents. The Transmission Provider and Transmission Owner, through this agreement, may specify a required *IBR plant* response relationship between the incremental positive and negative sequence reactive currents.

C. Reactive Power

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 5 requirements.

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

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conditions or extended cumulative times under which *IBR plants* must ride-through.

[6] Decision points refer to language in the IEEE 2800-2022 standard that leaves default values, application of requirements, and other details open for the *TS Owner* or *TS Operator* to define.

- Subclause 5.1: The *IBR plant* shall have the reactive power capabilities outlined in this clause. Consistent with section 9.6.1 of this GIA, an *IBR plant* shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all Generating Facilities in the Local Balancing Authority on a comparable basis, measured at the high side of the generator substation.
- Subclause 5.2.2: The voltage control dynamic performance requirements in Table 5 shall apply when the system short-circuit strength at the RPA is equal to or above the minimum short-circuit strength identified by the Transmission Provider or Transmission Owner.
- Subclause 5.2.2: The *reaction time*, as defined in Subclause 5.2.2 Table 5, shall be 250 milliseconds or less.
- Subclause 5.2.2: The maximum *step response time*, as defined in Subclause 5.2.2 Table 5, shall be 30 seconds.
- Subclause 5.2.3: The power factor control mode shall appropriately operate at all active power levels from the Inverter Based Resource Continuous Rating ("ICR") down to, but not including, zero.

D. Primary Frequency Response

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 6 requirements, except for Subclause 6.2 (fast frequency response).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

- Subclause 6.1.1: The use of primary frequency response capabilities shall be required for all *IBR plants.*
- Subclause 6.1.1: Frequency droop shall be based on the difference between nameplate capacity and zero output such that the slopes of the droop curves are always constant.

- Subclause 6.1.2: The *settling band* default value in Table 8 shall be based on the maximum of 2.5% of change or 0.5% of nameplate capacity.

The exceptions to primary frequency response requirements provided to electric storage resources in Article 9.6.4.4 of this GIA shall still apply.

TABLE 1. SUMMARY OF ADOPTION TREATMENT OF IEEE 2800-2022 SUBCLAUSES

IEEE 2800-2022 Subclause	**Required by Appendix G for DPP-2022 and later**	**Required by Appendix G for DPP-2023 and later**	**Exception**
4.1 Introduction			**X**
4.2 Reference Point of Applicability	**X**		
4.3 Applicable Voltages and Frequencies	**X**		
4.4 Measurement Accuracy	**X**		
4.5 Operational Measurement and Communication Capability			**X**
4.6 Control Capability			**X**
4.7 Prioritization of IBR Responses	**X**		
4.8 Isolation Devices			**X**
4.9 Inadvertent Energization of TS			**X**
4.10 Enter Service	**X**		
4.11 Interconnection Integrity			**X**
4.12 Integration with TS grounding			**X**
5.1 Reactive Power Capability		**X**	
5.2 Voltage and Reactive Power Modes		**X**	
6.1 Primary Frequency Response		**X**	
6.2 Fast Frequency Response			**X**
7.1 Introduction	**X**		

7.2.1 Voltage protection			**X**
7.2.2.1 Voltage disturbance ride-through: General	**X**		
7.2.2.2 Voltage disturbances within continuous operation	**X**		
7.2.2.3 Low- and high-voltage ride-through	**X**		
7.2.2.4 Consecutive voltage deviations ride-through		**X**	
7.2.2.5 Dynamic voltage support	**X**		
7.2.2.6 Restore output after voltage ride-through	**X**		
7.2.3 Transient overvoltage	**X**		
7.3.1 Mandatory frequency tripping			**X**
7.3.2 Frequency disturbance ride-through	**X**		
7.4 Return to service	**X**		

E. Supervisory Control and Data Acquisition (SCADA) Capability

The *IBR plant* shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and Interconnection Customer shall determine what SCADA information is essential for the proposed *IBR plant*, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

F. Disturbance Monitoring and Reporting Requirements

IBR plants with generating capacities of more than 20 MW must monitor and record data for all frequency ride-through events, transient low-voltage disturbances that initiated reactive current injection, reactive current injection or momentary cessation for transient high-voltage disturbances, and inverter trips. Dynamic Disturbance Recording ("DDR") data must be recorded continuously. The data may be recorded and stored in a central plant control system.

The following data must be recorded:

Plant Level

(1) Plant three-phase voltage, current and power factor

(2) Status of ancillary reactive devices

(3) Status of all plant circuit breakers

(4) Status of plant controller

(5) Plant control set points

(6) Status of main plant transformer no load taps

(7) Status of main plant transformer tap changer (if applicable)

(8) Protective relay trips (relay target data)

Inverter Level Data

(1) Frequency, current, and voltage during frequency ride-through events

(2) Voltage and current during momentary cessation for transient high-voltage events (when used)

(3) Voltage and current during reactive current injection for transient low or high-voltage events

(4) Inverter alarm and fault codes

(5) DC current

(6) DC voltage

DDR Data – Plant Level

(1) One phase-to-neutral or positive sequence voltage on high-side of the main power transformer(s)

(2) Positive sequence current or phase current for the same phase as (1)

(3) Real and reactive power flows expressed on a three-phase basis corresponding to each main power transformer(s) where current measurements are required

(4) Frequency of any one of the voltages in (1)

The data must be time synchronized to a one millisecond level of resolution. All data except DDR data must be sampled at least every 10 milliseconds. DDR data must have an input sampling rate of at least 960 samples per second and an output recording rate of electrical

quantities of at least 60 times per second.

The *IBR plant* shall store this data for a minimum of 60 calendar days. The *IBR plant*, upon request from MISO or the transmission owner, shall make this data available within 10 calendar days of the request.

Phasor measurement unit ("PMU") capabilities shall be used to facilitate the DDR data.

G. Applicability

IBR plants that are, or have been, interconnected to the network at the effective date of the Appendix G abnormal voltage ride-through standard are exempt from meeting the Appendix G abnormal voltage ride-through standard for the remaining life of the existing generation equipment. Except for *IBR plants* actively undergoing a Generating Facility Replacement at the effective date of this GIA that have equipment on order where the OEM has documented performance that differs from what is required in this GIA, all individual IBR units that are replaced are required to meet the Appendix G performance requirements.

The IEEE 2800-2022 requirements cited in Section A (IEEE 2800-2022 Clause 4) and Section B (IEEE 2800-2022 Clause 7, except Subclause 7.2.2.4) of Appendix G shall apply to *IBR plants* in the DPP-2022-Cycle and beyond. For the DPP-2022-Cycle, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2025, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements shall not apply beyond the DPP-2022-Cycle.

The IEEE 2800-2022 requirements cited in Section B (IEEE 2800-2022 Subclause 7.2.2.4), Section C (IEEE 2800-2022 Clause 5), and Section D (IEEE 2800.2022 Clause 6) of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond. For the DPP-2023-Cycle, Generating Facilities Replacements, and Surplus Interconnections, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2026, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements

shall not apply beyond the DPP-2023-Cycle.

Interconnection Customers requesting exceptions shall submit documentation to the Transmission Provider outlining the specific IEEE 2800-2022 subclauses pertinent to the request along with information from the manufacturer regarding the nature of the issue conforming to or assessing conformance with requirements herein. The Transmission Provider will, in good faith, accept Original Equipment Manufacturer (OEM)-documented requirement exceptions and document these exceptions in Appendix C of this GIA.

If the performance or capability exception can be mitigated through equipment firmware upgrades still under development, the Interconnection Customer shall use commercially reasonable efforts to implement the firmware upgrade within sixty (60) calendar days of commercial availability of such firmware.

The DDR and PMU requirements in the Section F, Disturbance Monitoring and Reporting Requirements of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond.

Appendix H to GIA

Interconnection Requirements for Provisional GIA

Provisional Agreement

This GIA is being provided in accordance with Section 11.5 of the Transmission Provider's GIP, which provides among other things, that an Interconnection Customer may request that Transmission Provider provide Interconnection Customer with a Provisional Generator Interconnection Agreement that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Energy Resource Interconnection Service. Interconnection Customer requested Transmission Provider to provide a Provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies (by Interconnection Customer and by Transmission Provider).

A Provisional Interconnection Study, the results of which are posted on the confidential portion of the Transmission Provider's internet website, was performed by Transmission Provider in order to confirm the facilities that are required for provisional Interconnection Service and to require them to be in place prior to commencement of service under the GIA.

Interconnection Customer represents that the Interconnection Customer facilities (including Network Upgrades, Interconnection Facilities, Distribution Upgrades, System Protection Upgrades and/or Generator Upgrades) that are necessary to commence provisional Interconnection Service and meet the requirements of NERC, or any applicable regional entity for the interconnection of a new generator are in place prior to the commencement of generation from the Generating Facility and will remain in place during the term of the service. The requisite Interconnection Studies were performed for the Generating Facility. Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection System Impact Studies. Until such time as the applicable Interconnection Studies and any identified facilities are completed, the output of the Generating Facility will operate within the output limit prescribed in a future, if

applicable, operating guide.

The maximum permissible output of the Generating Facility under Appendix A will be updated by Transmission Provider on a quarterly basis, determined in accordance with Section 11.5 of the GIP, by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service ("ERIS"). This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability, as described in Attachment C of the Tariff, with dispatch and optimization algorithms posted on the MISO internet site and operation above those limits will be deemed as unauthorized use of the Transmission System and subject to provisions in the Tariff surrounding that use.

Use of interim operating guide

Implementation of interim operating guide, if applicable, will constitute an interim solution that will permit Interconnection Customer to operate the Generating Facility under conditional Interconnection Service until planned Network Upgrades are constructed. Any interim operating guide will be subject to the approval of Transmission Owner and Transmission Provider. Minimum requirements for an interim operating guide are as indicated below.

* Transmission Operator will have control of breaker(s) dedicated to the Generating Facility and will be able to trip the Interconnection Customer's Generating Facility
* Protection schemes must be tested and operative
* Interconnection Customer will provide continuous communication capability with the Generator Operator
* Interconnection Customer and the owner of the Existing Generating Facility will enter into an operating agreement or similar agreement which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider and Transmission Owner.
* A termination date consistent with completion of construction of Network Upgrades will be included as part of all operating guides accepted by Transmission Owner and Transmission

Provider.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and responsibilities for future Network Upgrade and cost responsibilities that have not yet been identified on the direct connect Transmission System as well as all affected Transmission, Distribution or Generation System(s) including non-Transmission Provider Systems. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the Interconnection Studies.

Appendix I to GIA

Requirements Applicable to Surplus Interconnection Service

Where this GIA provides for Surplus Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

1) The combined Real-Time Offers, including Energy and Operating Reserves, of the Generating Facility and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement must be less than or equal to Interconnection Service limit (MW, MVAR, MVA output) provided in Exhibit I-1 (Monitoring and Consent Agreement) (hereinafter, "Interconnection Service limit"). In the event that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility exceeds such Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

   In the event that the sum of the emergency and/or economic maximum offer limits of the Generating Facility and the Existing Generating Facility exceeds the Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

2) The total MW, MVAR, MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility with Surplus Interconnection Service and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement shall not at any time exceed the Interconnection Service limit.

3) The Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement is not relieved of any applicable requirements under the RAR of the Tariff.

4) The Interconnection Customer shall submit to the Transmission Provider a report by the seventh Calendar Day of each month showing the prior month's output, by 15 minute increment, the combined real-time offers and cleared energy injection. The Existing Generating Facility and the Interconnection Customer shall cooperate consistent with other provisions in the Tariff to the extent necessary to ensure accuracy of the report. Transmission Provider shall provide a template for this report.

Exhibit I-1 (Completed Monitoring and Consent Agreement - Appendix 11 of the GIP)

Exhibit I-2 (Completed Energy Displacement Agreement - Appendix 12 of the GIP)

ATTACHMENT FF

TRANSMISSION EXPANSION PLANNING PROTOCOL

I. Transmission Expansion Plan - Purpose and Scope, Definition and Role of OMS Committee:

Committee: This Attachment FF describes the process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan ("MTEP"), subject to review and approval by the Transmission Provider Board. The provisions of this Attachment FF are consistent with the applicable provisions of Appendix B of the ISO Agreement and this Tariff. For purposes of this Attachment FF, all references to Transmission Owner(s) will include ITC(s). The costs incurred by the Transmission Provider in the performance of data collection, analyses and review, and in the development of the MTEP report, costs incurred under Section I.C of this Attachment FF, and costs incurred under Section I.D of this Attachment FF shall be recovered from all Transmission Customers under Schedule 10 of the Tariff.

A. Enrollment Process: The MTEP is developed to facilitate the timely and orderly expansion of and/or modification to the Transmission System to maintain reliability, promote efficiency in bulk power markets and facilitate compliance with applicable Federal and state laws, regulatory mandates and regulatory obligations. Any transmission provider that wishes to enroll in the Transmission Provider planning process for purposes of Order No. 1000 compliance must become a Transmission Owner, by signing the ISO Agreement, and by, within a reasonable period of time: (1) turning over functional control of its transmission facilities to the Transmission Provider; and (2) taking service under this Tariff for all its load that is physically located within the geographic area comprising the Transmission System. All Transmission Owners enrolled in the Transmission Provider's transmission planning region are listed in either

(1) Attachment FF-4 of this Tariff, for Transmission Owners without a separately filed local planning process or (2) Attachment FF-5 of this Tariff, for Transmission Owners with a separately filed local planning process.

B. OMS Committee Input to MTEP Process: To the extent not otherwise specifically addressed in other portions of this Attachment FF, with respect to the MTEP process, the OMS Committee may provide input to the Transmission Provider planning staff and the System Planning Committee of the Transmission Provider Board, as appropriate, regarding the following:

1. At the start of a planning cycle, the OMS Committee may suggest to the Transmission Provider Board modifications to the Transmission Provider's planning principles and planning objectives for that planning cycle;
2. At the start of a planning cycle, the OMS Committee may suggest additional scope elements in the MTEP;
3. Modeling inputs or assumptions used in the development of the MTEP and related appropriate cost/benefit analyses with respect to certain projects that are not proposed strictly for reliability; and
4. Concerns about general or specific issues with the MTEP process as they arise during the planning year.

Furthermore, at the end of the MTEP development process, but before the MTEP is submitted to the Transmission Provider Board for its review, the OMS Committee may submit a reconsideration request to the Transmission Provider planning staff, which shall respond prior to submitting the final MTEP report to the Transmission Provider Board. This reconsideration

request can be made only with respect to Network Upgrades eligible to receive regional cost allocation under Attachment FF if such projects: (1) will be recommended to the Transmission Provider Board for MTEP Appendix A approval, but have not been considered through the complete MTEP process or (2) will have a change in project cost of twenty-five percent (25%) or greater between the final Subregional Planning Meeting in the current planning year and the project being submitted to the Transmission Provider Board for approval. The Transmission Provider shall consider such a reconsideration request only if it is endorsed by the OMS acting by a vote of sixty-six percent (66%) or more of the OMS members.

At the end of each MTEP cycle, the OMS Committee may submit its assessment of the MTEP process to the Planning Advisory Committee, Transmission Provider, and the System Planning Committee of the Transmission Provider Board. Upon receipt of any such assessment from the OMS Committee, the Transmission Provider planning staff shall provide an appropriate response in a reasonably timely manner.

The manner in which the OMS Committee shall provide its assessment shall be set forth in the Transmission Planning Business Practices Manual procedures. The general procedures adopted with respect to the OMS Committee input into the MTEP shall remain unchanged until June 1, 2015, unless otherwise mutually agreed to by the Transmission Provider and the OMS Committee. Changes to the Transmission Planning Business Practices Manual procedures which describe OMS Committee input into the MTEP process may not be adopted with less than sixty (60) days' notice to the OMS Committee unless the OMS Committee consents to such earlier adoption. At the end of the two year period the Transmission Provider, the OMS, and other stakeholders will assess the success of the input procedures and provide suggestions for

improvement.

C. Development of the MTEP: The Transmission Provider, working in collaboration with representatives of the Transmission Owners, OMS, and the Planning Advisory Committee, shall develop the MTEP, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop the MTEP for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The MTEP will give full consideration to the needs of all Market Participants, will include consideration of demand-side options, and will identify expansions or enhancements needed to i) support competition and efficiency in bulk power markets; ii) comply with Applicable Laws and Regulations; and iii) maintain reliability. Transmission expansions or enhancements may include any facilities that are eligible to be included in the Transmission System as provided for under this Tariff, including SATOA. Any SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction unless and until the Tariff includes provisions for storage facilities recovering cost-based revenues as transmission assets to also participate in these or other Market Activities. This analysis and planning process shall integrate into the development of the MTEP among other things:

(i) the Transmission Issues identified from Facilities Studies carried out in connection

with specific transmission service requests; (ii) Transmission Issues associated with generator interconnection service; (iii) the Transmission Issues, including proposed transmission projects, identified by the Transmission Owners in connection with their planning analyses in accordance with local planning process described in Section I.D.1.a to this Attachment FF and the coordination processes of Section I.D.1.b., or developed by Transmission Owners utilizing their own FERC-approved local transmission planning process described in Section I.D.2, as applicable, to provide reliable power supply to their connected load customers and to expand trading opportunities, better integrate the grid and alleviate congestion; (iv) the transmission planning obligations of a Transmission Owner, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the Transmission Owner following transfer of functional control of its transmission facilities to the Transmission Provider; (v) plans and analyses developed by the Transmission Provider to provide for a reliable Transmission System and to expand trading opportunities, better integrate the grid and alleviate congestion; (vi) the identification, evaluation, and analysis of expansions to enable the Transmission System to fully support the simultaneous feasibility of all Stage 1A ARRs; (vii) the inputs provided by the Planning Advisory Committee; (viii) the inputs, if any, provided by the state and local regulatory authorities having jurisdiction over any of the Transmission Owners; (ix) the inputs of the OMS Committee; and (x) the transmission needs driven by public policy requirements selected to be included as Transmission Issues pursuant to Section I.C.1.b.ii in accordance with Applicable Laws and Regulations.

1. Planning Cycle and Milestones: The ISO Agreement requires that a regional

transmission plan be developed biennially or more frequently. An MTEP planning cycle is established for each calendar year. The development of the MTEP for a planning cycle with a given calendar year designation begins on June 1 of the year prior to the MTEP calendar year designation and ends with the approval of the final MTEP report by the Transmission Provider Board. This approval typically occurs at the Transmission Provider Board Meeting in December of the MTEP designated year. For example, the development of the MTEP14 transmission plan will commence on June 1 of 2013 and typically end with approval in December 2014. The development of the MTEP will follow specified process steps that are detailed, including process diagrams, in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). The TPBPM shall be posted on the website of the Transmission Provider.

a. Planning Functions: The planning process includes the following functions which are described in detail in the TPBPM:

i. Model Development;

ii. Generator Interconnection Planning;

iii. Transmission Service Planning;

iv. Cyclical Regional Expansion Planning activities;

v. Interregional coordination with neighboring transmission planning regions;

vi. System Support Resource ("SSR") Studies for unit de-commissioning;

vii. Transmission-to-Transmission Interconnections;

viii. Load Interconnections; and

ix. Focus Studies. These are studies initiated during the cyclical baseline planning process that cannot be delayed until the next planning cycle (for example, NERC/FERC directives, or near-term critical operational issues).

Each of these planning functions may develop system expansions that are taken into consideration in developing the entirety of the MTEP.

b. Planning Cycle: The regional planning process is performed through a continuous series of planning cycles, with each cycle typically addressing Transmission Issues through a rolling planning horizon. Each cycle commences with regional model development, identification of potential expansions from the local planning processes of the Transmission Owners, identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues, and identification by stakeholders or the Transmission Provider of potential expansions that address the Transmission Issues. Each cycle concludes with recommendations to the Transmission Provider Board of recommended solutions to the Transmission Issues evaluated. Transmission Owner plans developed through local planning processes described in Section I.D.1.a are included in the beginning of each regional planning cycle as potential alternatives to local Transmission Issues identified by the Transmission Owners.

i. Key Planning Cycle Milestones: The regional planning process evaluates, with stakeholder input throughout the cycle, the local plans of the Transmission Owners, as one input to the development of the regional plan. Key milestones in the typical MTEP development process are listed below and requirements and timelines for data submittal, review, and comment at each of these milestone points are described in the TPBPM:

(a) Model development;

(b) Identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues;

(c) Testing models against applicable planning criteria;

(d) Development of possible solutions to identified Transmission Issues;

(e) Selection of preferred solution;

(f) Determination of funding and cost responsibility; and

(g) Monitoring progress on solution implementation.

ii. Transmission needs driven by public policy requirements: The process for selecting transmission needs driven by public policy requirements, out of the larger set of transmission needs driven by public policy requirements that stakeholders may propose, to be included in the Transmission Issue(s) for which transmission solutions will be evaluated shall be as follows:

a. At the beginning of the MTEP cycle, stakeholders submit to the Transmission Provider, proposals to consider transmission needs

driven by public policy requirements, as part of the Transmission Issues they may raise, in accordance with Section I.C.2.b, through Sub-Regional Planning Meetings, the Planning Subcommittee and/or the Planning Advisory Committee. The Transmission Provider may also identify transmission needs driven by public policy requirements to be evaluated.

b. The Transmission Provider will then consolidate all such identified transmission needs driven by public policy requirements that it receives into a list that will be distributed to stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee and to other stakeholder forums as the Transmission Provider deems necessary.

c. Transmission needs driven by public policy requirements will be discussed in the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee in accordance with Section I.C.2.b.

d. The Transmission Provider will assess such identified transmission needs driven by public policy requirements that it receives, considering the feedback received from stakeholders and the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee, and select the public policy requirements that will be further studied in the MTEP process.

This selection will be based on:

1. the effective dates, nature and magnitude of the public policy requirements in the Applicable Laws and Regulations;
2. the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs;
3. the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements;
4. the relative significance of other Transmission Issues that have been raised for consideration; and
5. other appropriate factors that can aid the prioritization of Transmission Issues to be considered by the regional transmission planning process.

iii. The Transmission Provider shall address each of these milestones throughout the planning cycle through Sub-regional Planning Meetings, Planning Subcommittee and Planning Advisory Committee meetings.

2. Stakeholders Input in Planning Process: The Transmission Provider shall facilitate discussions with its Transmission Customers, Transmission Owners, OMS Committee, and other stakeholders about the Transmission Issues and solutions involving both transferred and non-transferred facilities, as described in Section I.D.1 of this Attachment FF.

These discussions will take place at Sub-regional Planning Meetings and at regularly scheduled meetings of the Transmission Provider's Planning Subcommittee, at locations provided by the Transmission Provider and with communication capabilities for those participants unable to have in person representation at these meetings. Once the MTEP report for a specific planning cycle has been completed but prior to recommendation to the Transmission Provider Board for approval, the Transmission Provider shall seek feedback on the proposed MTEP, including Network Upgrades recommended for approval, from the Transmission Provider's stakeholders and the OMS Committee.

a. Planning Advisory Committee ("PAC"): The Planning Advisory Committee is a standing committee reporting to the Transmission Provider's Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. The PAC is responsible for addressing planning policy issues of importance to stakeholders and within the responsibilities of the Transmission Provider. The PAC charter is maintained on the Transmission Provider's website.

b. Planning Subcommittee ("PS"): The Planning Subcommittee is a standing stakeholder-chaired subcommittee of the Planning Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. Planning Subcommittee membership is open to interested parties,

including, but not limited to: transmission delivery service and interconnection service customers, marketers, developers, Transmission Owners, state and local regulatory authorities, federal regulatory staff, other Market Participants, and all interested parties. The charter for the committee is developed by stakeholders and is maintained on the Transmission Provider's website. The Transmission Provider will seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to the beginning of each new planning cycle. Guidance will include the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies. The Transmission Provider will also seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to implementing changes or revisions to the scope, models, and assumptions during the planning cycle. The Planning Subcommittee and/or the Planning Advisory Committee may form working groups at the discretion of stakeholders to perform specific tasks supporting the planning processes, such as model development and detail review of study results and draft plan reports.

c. Sub-regional Planning Meetings ("SPMs"): The Transmission Provider shall utilize SPMs to provide opportunity for Transmission Owners, state and local regulatory authorities, and other stakeholders to provide input to the

planning process, and to carry out the tasks of coordinating transmission plans among the Transmission Owners and proposals to address the Transmission Issues identified in the scope of transmission planning studies. Input and planned coordination may occur through the use of existing sub-regional planning groups ("SPGs") where they exist, or through the establishment of new sub-regional meeting forums. One or more SPMs will be used or established for each of the four regional Planning Sub-regions of the Transmission Provider. Planning Sub-regions shall be defined based upon the Transmission Provider Planning Sub-regions: West, Central, South, and East as defined in Attachment FF-3.

i) SPM Participants: Participants at an SPM will consist of representatives of the Transmission Owners operating within the associated Planning Sub-region that integrate their local planning processes with the regional process, representatives from state and local regulatory authorities, and any other parties interested in or impacted by the planning process. For those Transmission Owners engaged in local planning under their own FERC approved local planning processes, such Transmission Owners shall participate in the SPM in order to coordinate their planning activities.

Neighboring transmission-owning utilities and regulatory participants are eligible and encouraged to participate in the SPM to promote joint planning between the Transmission Provider and neighboring transmission systems.

ii) SPM Guidelines. The Sub-regional Planning Meeting participants shall:

(a) Make recommendations for a coordinated sub-regional Plan, after considering sub-regional and regional needs and alternatives, for the ensuing ten years, for all transmission facilities in the sub-region;

(b) Review and comment on proposed Transmission Owners plans identified in local planning processes described in Section I.D.1.a. of this Attachment FF, for additions and modifications to the sub-regional transmission system, as potential solutions to identify Transmission Issues and review the transmission plans developed by those Transmission Owners that have their own FERC-approved local planning process (described in Section I.D.2) to ensure coordination of the projects set forth in such plans with the potential regional planning solutions developed in the SPM process consistent with the requirements of Appendix B of the Transmission Owners' Agreement;

(c) Form technical study task forces as required to carry out the sub-regional planning responsibilities;

(d) Encourage non-Transmission Provider member participation to improve understanding by the SPM participants, the Planning Subcommittee, and the Transmission Provider staff of

facility changes outside the Transmission Provider Region to ensure the impact of such changes are considered in the planning studies;

(e) Promote other stakeholder (i.e., environmental agencies, and load and generation developers) involvement in development of the sub-regional plans.

(f) Recommend to the Planning Subcommittee proposed sub-regional plans to be included in the MTEP. In addition, the transmission projects developed by any Transmission Owner or Owners utilizing the provisions of their own FERC-approved local planning process shall be submitted for inclusion in the regional MTEP after being evaluated by the Transmission Provider in the regional evaluation of SPMs in accordance with Appendix B of the Transmission Owners' Agreement in determining the Transmission Provider's recommendation for inclusion in the MTEP.

(g) Reflect, as desired, minority opinions to the Transmission Provider or the Planning Subcommittee.

(h) SPM Frequency, Location and Agenda: SPMs should meet at least two times per year or as otherwise provided for in the TPBPM, to provide input in the planning process, review plans and recommend changes, if any, needed to address stakeholder needs and to coordinate proposed plans.

Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF.

3. Meeting Notifications: Notice shall be provided by way of email distribution lists by the Transmission Provider of all SPMs, Planning Subcommittee, and Planning Advisory Committee meetings. These email distribution lists are established and maintained by the Transmission Provider and it is the responsibility of stakeholders to have registered as described on the Transmission Provider website. Meeting dates, times, locations, and materials will also be posted on the meeting calendar page of the Transmission Provider's website. Meeting notification guidelines are set forth in the stakeholder developed Stakeholder Governance Guidelines.

4. Other Meeting Schedules: Planning Subcommittee meetings are regularly scheduled meetings that occur no less than bimonthly. Annual meeting schedules and objectives are developed at the December meeting each year for the subsequent year. Planning Advisory Committee meetings are scheduled as per the PAC Charter.

5. Planning Criteria: The Transmission Provider shall evaluate the system to address Transmission Issues in a manner consistent with the ISO Agreement and this Attachment FF. Projects included in the MTEP may be based upon any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability or economic planning criteria of the Transmission Owner, or required by State or local authorities, any economic or other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. Transmission Owners are required to annually provide updated copies of

local planning criteria for posting on the Transmission Provider's website.

The Transmission Provider will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the local or regional transmission planning process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

6. Planning Analysis Methods: Planning analyses performed by the Transmission Provider will test the Transmission System under a wide variety of conditions as described in Section II and using standard industry applications to model steady state power flow, angular and voltage stability, short-circuit, and economic parameters, as determined appropriate by the Transmission Provider to be compliant with applicable criteria and this Tariff.

7. Planning Models: The Transmission Provider shall collaborate with Transmission Owners, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected Load growth of existing Network Customers and other transmission service and interconnection commitments. The models shall include: (1) any transmission projects identified in Service Agreements or Interconnection Agreements that are entered into in association with requests for transmission delivery service or interconnection service, as determined in Facilities Studies associated with such requests, and (2) MHVDC Transmission Lines with executed Transmission Connection Agreements. Load forecasts applied to models will consider the forecast Load of Network Customers reported to the Transmission

Provider in accordance with the requirements of Module B and RAR of this Tariff, and the Business Practices Manuals of the Transmission Provider. Models will be posted on a secure application maintained by the Transmission Provider and accessible to stakeholders with security measures as provided for in the TPBPM. The Transmission Provider will provide an opportunity for stakeholders to review and comment on the posted models before commencing planning studies.

The schedules for such reviews are maintained in the TPBPM. Stakeholders shall be afforded opportunities to provide input on Load projections from Tariff reporting requirements or from Transmission Owner forecasts. After the base line forecast and model are established, the Transmission Provider and/or Transmission Owners may adjust the forecast as necessary on an ad hoc basis throughout the planning year to address customer requests for new Load interconnections arising from on-going dialogue with existing and prospective customers.

8. Planning Assumptions: Each MTEP report shall list in detail the planning assumptions upon which the analyses are based. In general, planning analyses will be based on the following:

a. Planning Horizons: The MTEP will identify Transmission Issues for a minimum planning horizon of five years and a maximum planning horizon of twenty years.

b. Load: Load demand will generally be modeled by the Transmission Provider as the most probable (“50/50”) coincident Load projection for each Transmission Owner’s service territory, for the season under study. Specific

studies may model alternative Load probabilities or peak Load for areas within a Transmission Owner's service territory as dictated by operational and planning experience and/or local planning criteria, but in any case shall be treated consistently in the planning for native Load and transmission access requests.

c. Generation: Planning models of five years or longer will model generation, taking into consideration applicable planning reserve requirements, that are: (i) existing and expected to be in existence in the planning horizon; (ii) not existing but with executed interconnection agreements; (iii) associated with MHVDC Transmission Lines with executed Transmission Connection Agreements, and (iv) additional generation as determined with stakeholder input, as necessary to adequately and efficiently meet demand forecasted through the planning horizon and to facilitate compliance with statutory or regulatory mandates. The Transmission Provider shall apply a scenario analysis to determine alternative future generation portfolio possibilities.

Generation portfolio development for planning model purposes will be developed with input from the Planning Advisory Committee and its subcommittees, working groups, and task forces. Point-To-Point Transmission Service and Network Integration Transmission Service customers will have an opportunity to guide new generation portfolio development that is reflective of customer future resource plans.

d. Demand Response Resources: Planning solutions will be based upon the best available information regarding the expected amount and location of Load

that can be effectively and efficiently reduced by demand response or energy efficiency programs, as well as the amount of behind-the-meter generation that can reliably be expected to produce Energy that could impact planning solutions. The Transmission Provider shall perform and report on sensitivity analyses that indicate the effectiveness of potential demand response as alternative planning solutions, to the extent that appropriate methodology for such analyses is developed with stakeholders and documented in the TPBPM.

e. Topology: Each planning study will use the best known topology based upon the most recently approved MTEP. Planning studies will include all projects approved by the Transmission Provider Board, and shall identify, as appropriate, and as detailed in the TPBPM, any system needs already identified in the most recent approved MTEP.

9. Evaluation of Alternatives: When the planning analyses, based on the foregoing principles, identifies Transmission Issues, the Transmission Provider will consider the inputs from stakeholders derived from the SPM processes, the inputs from the Planning Subcommittee and the Planning Advisory Committee, the plans of any Transmission Owner with its own FERC-approved local planning process, and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the MTEP and recommended to the Transmission Provider Board for implementation.

10. Facility Design: Facility design and system configuration (such as conductor sizes, transformer design, bus configuration, protection schemes) are selected by the

Transmission Owner, and must be consistently applied by the Transmission Owner for comparable system service conditions. Comparable application of system design does not preclude the consideration or selection of advanced or alternative transmission technology. For Competitive Transmission Facilities associated with Competitive Transmission Projects, the Transmission Provider may provide limitations or requirements regarding facility design when necessary due to a planning driver or to ensure compatibility with existing transmission facilities to which the Competitive Transmission Facilities will interconnect as further described in Section VIII.C.2.c of this Attachment FF.

11. Status of Recommended Facilities: The status of all project facilities recommended for implementation in the MTEP shall be reported to the Transmission Provider on a quarterly basis and upon solicitation from the Transmission Provider. Each Selected Developer and Transmission Owner is required to provide such status updates regarding the facilities for which it is responsible to construct to the Transmission Provider as further specified in this Section I.C.11 of Attachment FF of the Tariff and the Business Practices Manuals.

The Transmission Provider shall report on such status to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board. The Transmission Provider shall also publicly post such status in a form consistent with the Business Practices Manuals to the Transmission Provider's website on a quarterly basis, redacting any CEII and/or confidential information as necessary.

(a) *Status of Eligible Project facilities approved after December 1, 2015:*

Each Selected Developer and incumbent Transmission Owner shall provide quarterly status reports to the Transmission Provider regarding the facilities included in an Eligible Project approved after December 1st, 2015 for which it is responsible to construct until the quarter after all such facilities have been placed into service and transferred to the Transmission Provider's functional control, or the facilities and/or Eligible Project are otherwise reassigned, canceled, or terminated.

Quarterly status reports shall conform to the format set forth in the Business Practices Manuals and include, at a minimum, the following: (i) project schedule, including each facility's estimated in-service date and any material changes therein; (ii) estimated project costs, including the estimated cost to complete each facility, any material changes therein as compared to the applicable Baseline Cost Estimate as set forth in Section IX.C.1.1, the total project expenditures to date, and the total project expenditures to date expressed as a percentage of the Baseline Cost Estimate, as set forth in Section IX.C.1.1; (iii) facility development status (i.e. under construction, in service, completed, or withdrawn); (iv) status of obtaining necessary regulatory and or environmental permits, certificates, or approvals, including meeting necessary licensing requirements; (v) status of land and right-of-way acquisition; (vi) status of design and engineering; (vii) status of any necessary interconnection agreements; (viii) an explanation of the causes of, or reasons for, any material changes to or deviations from the MTEP in-service date, Baseline Cost-Estimate as set forth in Section IX.C.1.1, and information provided in the last quarterly status report; and (ix) an assessment of the impact of any material changes on the project, including the continued ability to meet the

MTEP in-service date.

Within one hundred eighty (180) Calendar Days after the date the Selected Developer or Transmission Owner have placed all of the facilities included in a Eligible Project for which it is responsible to construct into service, including the transfer of functional control to the Transmission Provider, unless the Transmission Provider and Selected Developer or Transmission Owner agree on a different date, shall provide the Transmission Provider with the following:

1. the final costs to construct the facilities;
2. copies of the final "as-built" drawings and specifications of the facilities;
3. copies of any inspection reports performed on the facilities; and
4. geo-spatial information specific to the facilities (i.e. GIS compatible maps, GPS coordinates, etc.)

(b) *Additional status requirements for Competitive Transmission Facilities:*

In addition to the requirements specified above in Section I.C.11.a of Attachment FF, each Selected Developer shall also include in its status reports the following: (i) status of any necessary project financing; (ii) the percentage (%) of the total project expenditures to date as compared to the total projected project cost schedule provided in the Selected Proposal; (iii) whether any rate filings associated with the Competitive Transmission Facilities were made during the previous quarter or expected to be made in the upcoming quarter; (iv) any changes in the continuing ability to meet the obligations of the Selected Developer Agreement according to the schedules and milestones agreed to therein, including any binding cost-containment measures that were included in the

Selected Proposal; (v) an explanation of the causes of, or reasons for, any changes from the specifications included in the Selected Proposal; and (vi) an assessment of the impact of any such changes on the Competitive Transmission Facilities included in the Competitive Transmission Project.

(c) *Status of all other facilities recommended for implementation in the MTEP:*

The requirements and obligations set forth in this section I.C.11.c of Attachment FF, shall be applicable to all facilities recommended for implementation in the MTEP except for those facilities that are included in an Eligible Project approved by the Transmission Provider Board after December 1, 2015.

Each incumbent Transmission Owner shall provide status reports to the Transmission Provider regarding the facilities that are included in projects other than those specified in Attachment FF §I.C.11.a for which it is responsible to construct, until the quarter after such facilities have been placed into service and transferred to the Transmission Provider's functional control. Status reports shall conform to the format set forth in the Business Practices Manuals and at a minimum, include the following: (i) material changes to the schedule and to the estimated project cost; (ii) an explanation of the causes of, or reasons for, any such changes; and (iii) changes in project status (i.e., under construction, in service, completed, or withdrawn). The Transmission Provider shall report such progress to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board.

12. Treatment of Critical Energy Infrastructure Information ("CEII") and Confidential Data: The Transmission Provider shall utilize appropriate Non-Disclosure and

Confidentiality Agreements ("NDA") to address sharing of Confidential Information and CEII transmission planning information. The secured sites containing such information will require such agreements to be executed in order to obtain access to those applications. Stakeholder meetings at which CEII may be available shall be noticed to email distribution lists and shall require execution of NDAs prior to participation in such meetings. In the alternative, such meetings will be structured to have separate discussion of issues involving CEII data only with participants that agree to execute the NDA. Confidential information related to economic (e.g., congestion) studies, as well as CEII, is clearly sensitive information which must remain confidential. The Transmission Provider shall use generic, publicly available, cost information from industry sources in the economic studies to prevent the accidental release of confidential information. This approach will promote an open planning process because the results of economic studies are available to all interested parties.

Entities that are members of any stakeholder sector of the Advisory Committee shall, upon request and subject to execution of the appropriate NDA(s), be provided with access to the data used by the Transmission Provider to develop the MISO Transmission Expansion Plan designated as Confidential Information and/or CEII. Access, which shall be described in the Transmission Planning Business Practices Manual, shall be subject to: (1) the prior execution of all appropriate NDAs required by the Transmission Provider to protect Confidential Information as well as CEII by persons authorized by the sector member to receive transmission planning information on the sector member's behalf and (2) any provisions of this Tariff or the applicable Business Practice Manuals that govern

access to or use of the type of information for which access is sought. The provisions of this Section I.C.12 are not exclusive and do not diminish the right of any stakeholder to access Confidential Information or CEII under any other authorizing provision of the Tariff, Business Practices Manuals, or FERC order.

13. Resolution of Stakeholder Input: The Transmission Provider shall solicit input and comments from all stakeholders, including Transmission Owners, during and after stakeholder planning meetings, and will use reasonable efforts to reply to comments that the Transmission Provider does not elect to implement, together with reasons for such actions. The Transmission Provider shall develop a process for the documentation and resolution of stakeholder issues raised in the planning process, including but not limited to issues related to planning criteria.

14. Dispute resolution: Consistent with Attachment HH of this Tariff, the Transmission Provider shall resolve disputes concerning MTEP issues. The first step will be for designated representatives of the affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties. If that step is unsuccessful, each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute. If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the

Commission during the negotiation or mediation steps.

If a matter remains unresolved, the affected parties may pursue arbitration.

D. Project Coordination: In the course of the MTEP process, the Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead-time constraints. The Transmission Provider shall coordinate with Transmission Owners, and shall consider the input from the SPMs, Planning Subcommittee, and Planning Advisory Committee to develop expansion plans to meet the needs of the system. This multi-party collaborative process will allow for all projects with regional and inter-regional impact to be analyzed for their combined effects on the Transmission System. Moreover, this collaborative process is designed to ensure that the MTEP address Transmission Issues within the applicable planning horizon in the most efficient and cost effective manner, while giving consideration to the inputs from all stakeholders. In addition to the requirements of this Attachment FF, there may be state or local procedural requirements applicable to the planning or siting of transmission facilities by the Transmission Owners. A current list of those requirements can be found on the Transmission Provider's website.

1. Transmission Owners Electing to Integrate their Local Planning Processes into the Transmission Provider's Processes: Some Transmission Owners have agreed to integrate internal planning process with the Transmission Provider's open and coordinated planning processes for all of their transmission facilities to comply with Order 890 Planning Principles instead of filing a separate Attachment K. Through this election, the local planning for all transmission facilities of these Transmission Owners, regardless of

whether the facilities are ultimately transferred to the functional control of the Transmission Provider, shall be integrated with and included in the regional planning processes of the Transmission Provider. These regional planning processes, as provided for in this Attachment FF and in additional detail in the TPBPM, ensure that the planning decisions for all such facilities are made in an open and transparent environment. This planning environment provides opportunity for input from, and review by, stakeholders of the Open Access Transmission Tariff services throughout the planning process, and is in accordance with the Planning Principles of the Order 890 Final Rule. The open and transparent planning provisions of this Attachment FF shall not preclude interaction between stakeholders and Transmission Owners prior to the submittal of proposed projects to the regional planning process.

Transmission Owners integrating local planning processes into the regional planning processes are listed in Attachment FF-4. Such Transmission Owners shall be responsible for providing the Transmission Provider with sufficient information regarding all planning activities to enable the Transmission Provider to adequately review and incorporate all of the Transmission Owner's transmission facilities into the regional planning process of the Transmission Provider, as described in Sections I.D.1.a. and I.D.1.b. of this Attachment FF.

The foregoing Transmission Owners will utilize the planning stakeholder forums of the Transmission Provider to demonstrate the need for, identify the alternatives to, and report the status of non-transferred transmission facilities using the same open, transparent and coordinated planning process provided by the Transmission Provider for

transferred facilities as described in this Attachment FF.

a. Local Planning Processes of Transmission Owners: In accordance with the ISO Agreement, each Transmission Owner engages in local system planning in order to carry out its responsibility for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, the Transmission Owners may, as appropriate, develop and propose plans involving modifications to any of the Transmission Owner's transmission facilities which are part of the Transmission System. The Transmission Owners shall include the following specific local planning steps in order to develop plans for potential inclusion in the regional plan, in accordance with the annual regional planning process as described in Section I.D.1.b. of this Attachment FF, and in accordance with the regional planning principles of Section I.C of this Attachment. In addition to the local planning steps below, Transmission Owners shall adhere to any applicable state or local regulatory planning processes.

i. Define local study area and study horizon;

ii. Develop appropriate power system models;

a) Utilize existing NERC or Transmission Provider cases to model external systems;

b) Insert detailed model of Transmission Owner system if required;

c) Insert updated detailed models of neighboring system models if required; and

d) Verify model topology and generation.

iii. Update loads (spatial and magnitude) in study area;

a) Review historical MW and MVAR data to develop growth trends;

b) Obtain Load forecasts from customers in study area; and

c) Obtain input from local distribution planners in the study area.

iv. Perform contingency analysis using applicable Transmission Owner planning criteria;

v. Identify any violations to planning criteria for each of study period;

vi. Develop alternative solutions to the criteria violations and test against the planning criteria;

a) Obtain cost estimates for each alternative and perform economic analyses; and

b) Determine non-cost attributes of each alternative such as operating flexibility, robustness, among others.

vii. Select alternative based on cost and non-cost attributes;

viii. Submit proposed solution and list of alternatives and assumptions to the Transmission Provider;

ix. Participate in stakeholder evaluations and discussions as a part of annual regional plan development process;

x. Perform additional analysis as required based on feedback from stakeholder groups (SPM/PS) in the regional planning process;

xi. Submit results of additional analysis (if performed) to the Transmission

Provider for further discussion with stakeholders (SPM/PS);

xii. Consider regional planning process results, including stakeholder feedback on needs, proposed solutions, and alternatives, in determining whether or not to proceed with implementation of Transmission Owner proposed expansions; and

xiii. Post the planning criteria and assumptions, and power flow models used in development of each Transmission Owner's current local planning proposal in accordance with Section I.D.1.b below. To the extent that the Transmission Owner uses the MISO MTEP models in developing its list of newly proposed projects, the Transmission Owner shall indicate as per Section I.D.1.b. below, the associated MTEP model used.

The Transmission Provider will maintain a link to applicable MTEP models on its website together with instructions for accessing such models consistent with CEII criteria and suitable non-disclosure agreements. In the event that the Transmission Owner applies its own power flow models in developing its proposed local plans, the Transmission Owner shall provide such models to the Transmission Provider for posting, or shall provide to the Transmission Provider a link to the location of such Transmission Owner model(s) and to instructions for accessing such models consistent with the Transmission Owner's CEII and non-disclosure requirements. Transmission Provider shall post on its website links to such postings on Transmission Owner's website.

b. Integration of Local Planning Processes of Transmission Owners: Transmission Owners listed on Attachment FF-4 as integrating local planning processes

with those of the Transmission Provider, shall integrate proposals for transmission expansions into the regional planning process as follows. Each Transmission Owner shall submit its proposals for transmission plans to the Transmission Provider prior to the start of each regional planning cycle. Each Transmission Owner's local plan, which consists of a list of proposed projects, shall be made available on the Transmission Provider's website for review by the PAC, the PS, and the SPM participants, subject to CEII and the confidentiality provisions in this Attachment FF. Such local plans shall be posted by September 15 each year in order to provide time for written comments by stakeholders. In addition to the list of proposed projects, each Transmission Owner submitting newly proposed projects by September 15 in any MTEP annual cycle shall provide to the Transmission Provider by June 1 of the same year identification of any MISO base power flow model used by the Transmission Owner in support of the identification of the list of proposed projects to be subsequently posted in September, or in the event that the Transmission Owner uses a non-MISO base power flow model in support of the identification of the list of proposed projects the Transmission Owner shall provide to the Transmission Provider such base power flow model or a link to the power flow model and assumptions used.

Each Transmission Owner's local planning model and associated assumptions shall be accessible on or through a link on the Transmission Provider's website for review, subject to CEII and the confidentiality provisions in this Attachment FF and consistent with section I.D.1.a. In the event that the Transmission Owner uses a non-MISO base power flow model, the Transmission Owner shall provide for posting updates

if there are significant changes in the model by July 15, August 15, and September 15 of each year. Comments by stakeholders on the local planning models and assumptions that are provided to the Transmission Provider SPM Planning Contact by July 1, or August 1 or September 1 with respect to updates, shall be forwarded to the applicable Transmission Owner by July 8, August 8, or September 8, respectively. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process.

Each Transmission Owner shall also provide to the Transmission Provider by June 1 of each year any updates to the posted transmission planning criteria, or a notification that the posted documents have not changed. In the event a Transmission Owner has additional significant updates to the posted transmission planning criteria, the Transmission Owner shall provide such updates for posting by July 15, August 15, and September 15 of each year.

The Transmission Provider shall post on its website the lists of newly proposed projects, criteria and assumptions, and supporting base power flow models or links to supporting base power flow models, as provided by the Transmission Owners. Initial comments by stakeholders to the proposed projects should be provided to the Transmission Provider SPM Planning Contact 45 days after the posting of local plans otherwise comments may be made pursuant to Section I.C.2.c.ii. The Transmission Provider SPM Planning Contact shall be identified on the Transmission Provider's web site page devoted to Expansion Planning. The Transmission Provider shall provide to the applicable Transmission Owner within five working days of receipt, a copy of all stakeholder comments received within 45 days of the posted information regarding

Transmission Owner planning criteria and assumptions, models applied, and list of proposed projects. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process. Each Transmission Owner must participate in SPMs in the respective Planning sub-region as indicated in the Transmission Providers meeting schedule. Such SPMs shall provide input to and review of the results of the needs assessments and adequacy of plans proposed by the Transmission Owners, or by stakeholders to the planning process, or by the Transmission Provider, to best meet the needs of the sub-region.

Transmission Owners identified in Attachment FF-4, must submit to the Transmission Provider, on an annual basis and at a time to be determined by the Transmission Provider, which shall be prior to the beginning of each regional planning cycle, all proposed transmission plans for both transferred and non-transferred transmission facilities. The submitted projects of such Transmission Owners shall be considered potential alternatives to system needs identified, and as such must be submitted when initially identified as a potential system solution, in order to permit the evaluation of such projects along with other potential alternatives that may be proposed by stakeholders or the Transmission Provider, in the SPM processes. Such alternatives may include transmission, generation, and demand-side resources. The Transmission Provider will review and evaluate such alternatives on a comparable basis and select the most appropriate solution. Comparability includes the ability of the Transmission Provider to obtain contractual assurances that the selected solution will be implemented by the required in-service dates. Contractual commitments associated with the

construction of an MTEP Appendix A approved project by MISO Transmission Owner(s) and/or Selected Developer(s) are provided for by the ISO Agreement, this Tariff, and the Selected Developer Agreement.

Except as provided in Sections I.D.1.b.i (ZGIA) and I.D.1.b.ii (LARS), ~~C~~contractual commitments associated with generation solutions require that a generator interconnection agreement be filed with the Commission pursuant to Attachment X of this Tariff by the time the alternative transmission solution would need to be committed to in order to ensure installation on the required need date.

i. Contractual Commitments for ZG Associated Load

Contractual commitments associated with ZG Associated Load require demonstration to the Transmission Provider of both: (1) an executed agreement between the entity with the ZG Associated Load and the Generating Facility with the associated ZG Interconnection Service as described in Section 3.11 of Attachment X to the Tariff is in place and must span at least the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the contracts terminate; and (2) that the Generating Facility associated with the ZG Associated Load has achieved Commercial Operation by the time that the transmission solution would otherwise need to be in service. In the event that the Generating Facility associated with the ZG Associated Load fails to achieve Commercial Operation by the date that the transmission solution would otherwise need to be in service or the contract between the ZG Associated Load and the associated Generating Facility terminates, then the Transmission Provider may require the applicable Load Serving Entity to delay the in-

service date of ZG Associated Load until such time as an alternative solution can be placed in service. Contractual Commitments associated with a LARS Associated Load shall adhere to the requirements set forth in Section I.D.1.b.ii.

ii. Large Load Addition Resource Study (LARS)

For the purposes of this Section I.D.1.b.ii, capitalized terms shall have the meaning as set forth in Module A and Attachment X to the Tariff.

a) LARS Pre-Submission Coordination Process

In accordance with the requirements in Section 3.12.1 of Attachment X, the LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

b) LARS Application Timing and Deposits

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. Both the Transmission Owner supporting the LARS Application and requesting to join LARS shall submit the required Large Load information to the MTEP Portal and an Interconnection Customer supporting the LARS Application and requesting to join LARS shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public

website and as described in Section 3.12 of Attachment X. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

A LARS Application shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer. Additional LARS Study Deposits such as D2 as described in Section 3.3.1 of Attachment X apply to the LARS Application and shall be submitted by the Interconnection Customer. All applicable deposits, milestone payments and data required to enter the Large Load Addition Resource Study must be received at the time the LARS Application is submitted.

c) LARS Application Requirements for Load Customers

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment X to the Tariff as well as the requirements set forth below.

A completed LARS Application must identify:

- Facility location (address, county, GPS, Geocode)
- Project Description
- Load Type
- Cost
- Reason for Requesting Expedited Review
- Requested In Service Date

- Expected lead-time from start of major expenditures to in-service date
- Requested date for inclusion in current cycle MTEP
- Submission of Transmission Owner planning study
- MTEP Project ID for associated transmission upgrades, as applicable
- MOD Project ID for associated transmission upgrades, as applicable
- Submission of available additional information supporting the in-service date requirement
- Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required
- Contingency /Monitored Element update
- One-line diagram

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities

provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,

2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided they:

a. Be located in the same LRZ as the LARS Associated Load,

b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,

c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application shall be no later than three calendar years from the

submission date of the LARS Application and shall be identical to the Commercial Operation Date listed for the Generating Facility in the LARS Interconnection Request.

d) Evaluation Process for LARS Applicants

In accordance with Section 3.12.3 of Attachment X, the Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

e) LARS Cure and Deficiency Periods

A LARS Application will not be considered valid until all items in Section 3.12 of Attachment X and Section I.D.1.b.ii of Attachment FF, have been received by Transmission Provider. If the LARS Application fails to meet the

requirements, Transmission Provider shall notify the Transmission Customer within fifteen (15) Business Days of receipt of the LARS Application either that the Transmission Provider has accepted the Application as valid or has determined that the Application is not valid due to one or more deficiencies. In the event Transmission Provider determines that the Application does not meet all the requirements and thus is not valid, Transmission Provider shall also provide an explanation of the reasons for such determination. The Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Application as deficient to provide the additional requested information needed to constitute a valid request. The requirements of Section 3.3.3 of Attachment X apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

f) LARS Refunds

In accordance with Section 3.12.7 of Attachment X, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

g) Termination of LLGIA and/or Withdrawal of Large Load

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the

Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load must go through MTEP and during that transition may be subject to similar limitations if the load's Service Commencement Date is prior to the date LARS Generating Facility commences commercial operation.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service or commences service for less than the total amount of the LARS Associated Load. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, the load may go through the applicable MTEP study process.

h) Modifications of LARS Applications

In accordance with Section 3.12.9 of Attachment X, after submission of the LARS Application, no modification to the LARS Application or any of its parameters is permitted.

i) Mitigations to Address Violations

Mitigations developed to address violations observed in only the transmission studies to study the impact of the load shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address common violations observed in both the transmission studies to study the impact of the load and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

j) Consideration of Generating Facilities included in LARS

In accordance with the LARS definitions, Section 3.3.1, and Section 3.12 of Attachment X, and notwithstanding the requirements of Section I.D.1.b.ii, a generating solution that does not yet have generator interconnection agreement filed with the Commission pursuant to Attachment X of this Tariff may be considered as an alternative transmission solution if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission

Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i) with a minimum term of at least five years to align with MISO's transmission planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the agreements terminate. The study will be performed for each LARS Associated Load, including the Interconnection Request, capturing the cumulative impact based on their submission date per LARS Study Period. The outcome of the LARS Associated Load study is MTEP approval of the load and associated optimized network upgrades.

In the event that the Load In-Service Date is prior to the date on which the proposed LARS Resource achieves Commercial Operations, the Transmission Provider may either; (1) require the applicable Load Serving Entity to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) Commercial Operation in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that the Transmission Provider determines are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.

There will be no restudies if a load withdraws from the LARS process.

iii. Contractual Commitments for Demand Side Resource Solutions

Contractual commitments associated with demand-side resource solutions require demonstration to the Transmission Provider of an executed contract between LSE and End-Use Customers. Such demand-side contracts must be in place by the time that the transmission solution would otherwise need to be committed to in order to ensure a timely solution to the identified planning need, and must span the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the demand contracts terminate. Notwithstanding the provisions of Section VII of the ISO Agreement regarding the Transmission Provider review of Transmission Owner plans, no proposed project of a Transmission Owner that has elected to integrate their local planning processes into the Transmission Provider's processes, as indicated on Attachment FF-4, shall be recommended in the MTEP for implementation until completion of the annual needs analysis carried out in the annual MTEP cycle, as described in Section I.C. of this Attachment FF, except as provided for in Section I.D.1.c. of this Attachment FF.

c. Out-of-Cycle Review of Transmission Owner Plans: In the event that a Transmission Owner determines that system conditions warrant the urgent development of system enhancements that would be jeopardized unless the Transmission Provider performs an expedited review of the impacts of the project, Transmission Provider shall use a streamlined approval process for reviewing and approving projects proposed by the Transmission Owners so that decisions will be provided to the Owner within thirty (30) days of the projects submittal to the MISO unless a longer review period is mutually

agreed upon.

2. Transmission Owners Filing Separate Attachment K: Some Transmission Owners as listed on the last page of Attachment FF-5 have developed individual open, local planning processes for their facilities, that comply with the Planning Principles of the Order 890 Final Rule. These Transmission Owners have an Attachment K that describes how the Transmission Owner will comply with the Order No. 890 Planning Principles for all transmission facilities that they plan for, regardless of whether those facilities are ultimately transferred to the functional control of the Transmission Provider. With the exception of Sections I.D.1.a and I.D.1.b., the provisions of this Attachment FF remain applicable to all Transmission Owners notwithstanding the filing by any Transmission Owner of an Attachment K pursuant to the Order 890 Final Rule.

E. Interregional Coordination and Cost Allocation: The MTEP shall be developed in accordance with the principles of interregional coordination through collaboration with representatives from adjacent transmission providers, their designated regional planning organizations, or regional transmission organizations, as provided for in this Attachment FF, or as otherwise provided for in existing joint agreements between the Transmission Provider and other regional entities that engage in planning activities. The Transmission Provider has developed region-specific interregional coordination and cost allocation provisions with regard to the following neighboring transmission planning regions:

- PJM Interconnection, L.L.C. ("PJM"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and PJM;
- Southeastern Regional Transmission Planning ("SERTP"), as provided for under Section X of this Attachment FF; and

- Southwest Power Pool ("SPP"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and SPP.

The Transmission Provider also has planning coordination provisions as part of its coordination agreement with Manitoba Hydro.

II. Development Process for MTEP Projects: The Transmission Provider will develop the MTEP biennially or more frequently. The MTEP will identify expansion projects for inclusion in the MTEP according to the factors set forth in Appendix B of the ISO Agreement and Section I.C of this Attachment FF. For purposes of assigning cost responsibility, expansion projects in the MTEP shall be categorized pursuant to the following criteria.

A. Reliability Needs: Reliability projects are identified either in the periodically performed Baseline Reliability Study, or in Facilities Studies associated with the request processes for new transmission access. Transmission access includes requests for both new transmission delivery service and new generation interconnection service.

1. Baseline Reliability Projects: Baseline Reliability Projects are Network Upgrades identified in the base case as required to ensure that the Transmission System is in compliance with applicable national Electric Reliability Organization ("ERO") reliability standards and reliability standards adopted by Regional Reliability Organizations and applicable within the Transmission Provider Region. Baseline Reliability Projects include projects that are needed to maintain reliability while accommodating the ongoing needs of existing Market Participants and Transmission Customers. Baseline Reliability Projects may consist of a number of individual facilities that in the judgment of

the Transmission Provider constitute a single project for cost allocation purposes. The Transmission Provider shall collaborate with Transmission Owning members, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected load growth of existing network customers and other transmission service and interconnection commitments, and shall include any transmission projects identified in Service Agreements or interconnection agreements that are entered into in association with requests for transmission delivery service or transmission interconnection service, as determined in Facilities Studies associated with such requests, and MHVDC Transmission Lines with executed Transmission Connection Agreements. The Transmission Provider shall test the MTEP for adequacy and security based on commonly applicable national Electric Reliability Organization ("ERO") standards, and under likely and possible dispatch patterns of actual and projected Generation Resources within the Transmission System and of external resources, including dispatch reflective of Long-Term Transmission Rights of Transmission Customers, and shall produce an efficient expansion plan that includes all Baseline Reliability Projects determined by the Transmission Provider to be necessary through the planning horizon of the MTEP. The Transmission Provider shall obtain the approval of the Transmission Provider Board, as set forth in Section VI, for each MTEP published.

2. New Transmission Access Projects: New Transmission Access Projects are defined for the purposes of Attachment FF as Network Upgrades identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under the Tariff and also include JTIQ Upgrades. New Transmission Access Projects include projects that are needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests and/or were identified as JTIQ Upgrades. New Transmission Access Projects may consist of a number of individual facilities, which in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. New Transmission Access Projects are either Generation Interconnection Projects or Transmission Delivery Service Projects as defined in Sections II.A.2.a. and II.A.2.b. The Transmission Provider shall consider the Baseline Reliability Projects already determined to be needed in the most current MTEP, as well as any other base-case needs not associated with the request for new service that may be identified during the impact study process when determining the need for New Transmission Access Projects. Any identified base-case needs determined in the impact study process that are not a part of the Baseline Reliability Projects already identified in the most current MTEP shall become new Baseline Reliability Projects and shall be included in the next MTEP. New Transmission Access Projects identified in Facilities Studies and agreements pursuant to

requests for transmission delivery service or transmission interconnection service under this Tariff shall be included in the next MTEP.

a. Generation Interconnection Projects: Generation Interconnection Projects are New Transmission Access Projects that are associated with interconnection of new, or increase in generating capacity of existing, generation under Attachment X to this Tariff and include JTIQ Upgrades.

b. Transmission Delivery Service Projects: Transmission Delivery Service Projects are New Transmission Access Projects that are needed to provide for requests for new Point-To-Point Transmission Service, or requests under Module B of the Tariff for Network Service or a new designation of a Network Resource(s).

B. Market Efficiency Projects: Market Efficiency Projects are Network Upgrades: (i) that are proposed by the Transmission Provider, Transmission Owner(s), ITC(s), Market Participant(s), or regulatory authorities; (ii) that are found to be eligible for inclusion in the MTEP or are approved pursuant to Appendix B, Section VII of the ISO Agreement after June 16, 2005, applying the factors set forth in Section I.C. of this Attachment FF; (iii) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, have a Project Cost of $5 million or more; (iv) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, involve facilities with voltages of 230 kV or higher[1]; and that may include any lower voltage facilities of 100kV or above that collectively constitute less than fifty

[1] Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

percent (50%) of the combined project cost, and without which the 230 kV or higher facilities could not deliver sufficient benefit to meet the required benefit-to-cost ratio threshold for the project as established in Section II.B.1.c, or that otherwise are needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the 230 kV or higher facilities of the project; (v) that are not determined to be Multi-Value Projects; (vi) that are found to have regional benefits under the criteria set forth in Section II.B.1 of this Attachment FF. In the event that a Network Upgrade qualifies as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, the cost threshold of Section II.B(iii) does not apply, and the voltage threshold of Section II.B.(iv) shall be 100 kV or higher.[2]

1. Criteria to Determine Whether a Project Should be Included as a Market Efficiency Project: The Transmission Provider shall employ multiple future scenarios and multi-year analyses including sensitivity analyses guided by input from the Planning Advisory Committee to evaluate the anticipated benefits of a proposed Market Efficiency Project in order to determine if such a project meets the criteria for inclusion in the regional plan as a Market Efficiency Project eligible for regional cost sharing. Sensitivity analyses shall include, among other factors, consideration of: (i) variations in amount, type, and location of future generation supplies as dictated by future scenarios developed with stakeholder input and guidance; (ii) alternative transmission proposals; (iii) impacts of variations in load growth; and (iv) effects of demand response resources on transmission benefits.

[2] A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

a. Benefits Analysis. For purposes of qualification as a Market Efficiency Project, the Transmission Provider will evaluate multiple types of economic value. The Transmission Provider shall apply the benefits metrics outlined in Attachment FF-7 and sum the results of each of the benefit metrics together to determine the economic benefits of a Market Efficiency Project to the Transmission Provider region.

b. The costs applied in the benefit to cost ratio shall be the present value, over the same period for which the project benefits are determined, of the annual Network Upgrade Charges for the project as determined in accordance with the formula in Attachment GG.

i. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System.

c. The Transmission Provider shall employ a benefit to cost ratio test to evaluate a proposed Market Efficiency Project. Only projects that meet a benefit to cost ratio of 1.25 or greater shall be included in the MTEP as a Market Efficiency Project and be eligible for regional cost sharing.

i. The benefits of the project used to determine the associated cost allocations as a percentage of project cost shall be determined one time at the time that the project is presented to the Transmission Provider Board for approval. Estimated Project Cost will be used to estimate the benefit to cost ratio and the eligibility for cost sharing at the time of project approval. To the extent that the

Commission approves the collection of costs in rates for Construction Work in Progress ("CWIP") for a constructing Transmission Owner, costs will be allocated and collected prior to completion of the project.

d. The aforementioned Market Efficiency Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.f below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

C. Multi-Value Projects: A Multi-Value Project is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. All Network Upgrades associated with a Multi-Value Project including any network upgrades on an external system and lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi-Value Project including any lower voltage facilities that are needed on an external system; may be cost shared per Section III.A.2.g of Attachment FF except for (i) any Network Upgrade cost associated with constructing an underground or underwater transmission line above and beyond the cost of a feasible alternative overhead transmission line that provides comparable regional benefits, and (ii) any DC transmission line and associated terminal

equipment when scheduling and dispatch of the DC transmission line is not turned over to the Transmission Provider's markets, real-time control of the DC transmission line is not turned over to the Transmission Provider's automatic generation control system and/or the DC transmission line is operated in a manner that requires specific users to subscribe for DC transmission service.

1. A Multi-Value Project must be evaluated as part of a Portfolio of projects, as designated in the transmission expansion planning process, whose benefits are: (i) spread broadly across the MISO system-wide footprint; or (ii) if the benefits of the Portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest MVP Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.

2. A Multi-Value Project must meet one of the three criteria outlined below:

    a. Criterion 1. A Multi-Value Project must be developed through the transmission expansion planning process for the purpose of enabling the Transmission System to reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirement that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation. The MVP must be shown to enable the transmission system to deliver such energy in a manner that is more reliable and/or more economic than it otherwise would be without the transmission upgrade.

b. Criterion 2. A Multi-Value Project must provide multiple types of economic value across multiple pricing zones with a Total MVP Benefit-to-Cost ratio of 1.0 or higher where the Total MVP Benefit -to-Cost ratio is described in Section II.C.7 of this Attachment FF. The reduction of production costs and the associated reduction of LMPs resulting from a transmission congestion relief project are not additive and are considered a single type of economic value.

c. Criterion 3. A Multi-Value Project must address at least one Transmission Issue associated with a projected violation of a NERC or Regional Entity standard and at least one economic-based Transmission Issue that provides economic value across multiple pricing zones. The project must generate total financially quantifiable benefits, including quantifiable reliability benefits, in excess of the total project costs based on the definition of financial benefits and Project Costs provided in Section II.C.7 of Attachment FF.

3. All of the following conditions must be satisfied in order for a project to be classified as a Multi-Value Project:

a. Facilities associated with the transmission project must not be in service, under construction, or approved for construction by the Transmission Provider Board prior to July 16, 2010 or the date a Transmission Owner becomes a signatory member of the ISO Agreement, whichever is later. This Section II.C.3.a shall not preclude the Multi-Value Project

classification of a Competitive Transmission Project that makes a Selected Developer(s) eligible to become a Transmission Owner.

b. The transmission project must be evaluated through the Transmission Provider's transmission planning process and approved for construction by the Transmission Provider Board prior to the start of construction, where construction does not include preliminary site and route selection activities.

c. The transmission project must not contain any transmission facilities listed in Attachment FF-1 of this Tariff.

d. The total capital cost of the transmission project must be greater than or equal to $20,000,000.00.

e. The transmission project must include, but not necessarily be limited to, the construction or improvement of transmission facilities operating at voltages above 100 kV. A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

f. Network Upgrades driven solely by an Interconnection Request, as defined in Attachment X of the Tariff, or a Transmission Service request will not be considered Multi-Value Projects.

4. Any transmission project that qualifies as a Multi-Value Project shall be classified as an MVP irrespective of whether such project is also a Baseline Reliability Project and/or Market Efficiency Project.

5. The specific types of economic value provided by a Multi-Value Project include the following:

a. Production cost savings where production costs include generator startup, hourly generator no-load, generator energy and generator Operating Reserve costs. Production cost savings can be realized through reductions in both transmission congestion and transmission energy losses. Productions cost savings can also be realized through reductions in Operating Reserve requirements within Reserve Zones and, in some cases, reductions in overall Operating Reserve requirements for the Transmission Provider.

b. Capacity losses savings where capacity losses represent the amount of capacity required to serve transmission losses during the system peak hour including associated planning reserve.

c. Capacity savings due to reductions in the overall Planning Reserve Margins resulting from transmission expansion.

d. Long-term cost savings realized by Transmission Customers by accelerating a long-term project start date in lieu of implementing a short-term project in the interim and/or long-term cost savings realized by Transmission Customers by deferring or eliminating the need to perform one or more projects in the future.

e. Any other financially quantifiable benefit to Transmission Customers resulting from an enhancement to the Transmission System and related to the provisions of Transmission Service.

6. Any project to facilitate like-for-like capital replacements of plant originally

installed as part of a Multi-Value Project where replacement is due to aging, failure, damage or relocation requirements where such replacement is not the result of negligence by the constructing Transmission Owner will be treated as a Multi-Value Project. The minimum project cost limitation for Multi-Value Projects described in Section II.C.3.d of Attachment FF will not apply to the like for- like capital replacement projects described in this Section.

7. The following Total MVP Benefit-to-Cost Ratio will be applied to any Multi-Value Project justified solely on the basis of Sections II.C.2.b or II.C.2.c of this Attachment FF to ensure such project qualifies as a Multi-Value Project:

Total MVP Benefit-to-Cost Ratio = financial benefits / Project Costs.

For the purpose of this calculation, Financial Benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and Project Costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

8. The aforementioned Multi-Value Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.g below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner

revenue requirements under Attachment O of this Tariff.

D. Market Participant Funded Projects: Market Participant funded projects (MPFPs) are defined as Network Upgrades fully funded by one or more market participants but owned and operated by an incumbent Transmission Owner. These projects apply to those Network Upgrades that are neither currently included in the MTEP Appendix A nor targeted for approval within the current planning cycle.

The development of the MPFPs will follow specified process steps that are detailed in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). These process steps shall include, at a minimum, the following:

1. Consistent with the MTEP process the submittal deadline for a proposed MPFP project shall be September 15 of the current planning cycle and the proposed MPFP shall be submitted to the Transmission Provider planning contact, indicated on the MPFP submittal form posted on the Planning page of the Transmission Provider web site.

2. An MPFP proposed by a Market Participant shall follow the same analysis and approval timeline as an MTEP Target Appendix A project for the current planning cycle.

3. In the event that multiple Market Participants submit project proposals that are electrically similar, Transmission Provider shall make a determination in collaboration with the affected Transmission Owner(s) as to whether the projects are effectively the same project. Such consideration shall include whether the proposals have the same terminal stations, substantially address the same market

congestion issues or otherwise serve similar system purposes, and can each be physically accommodated together with the other similar proposals. If the projects are determined to be effectively the same project, the priority for the project shall be determined by the time-stamp date of receipt of the MPFP Proposal Form, unless otherwise agreed to by the impacted Market Participants.

E. Identification of Potential Impacts of a Market Efficiency Project or Multi-Value Project on Neighboring Transmission Planning Region(s)

As part of the evaluation of any proposed Market Efficiency Project or Multi-Value Project, the Transmission Provider will determine whether the proposed Market Efficiency Project or Multi-Value Project causes any violations of NERC reliability standards on the transmission system(s) of the adjacent neighboring transmission planning region(s). If the Transmission Provider's evaluation identifies any such violations of NERC reliability standards, the Transmission Provider will contact and coordinate with the other potentially affected adjacent neighboring transmission planning region(s) on any further evaluation.

F. Targeted Market Efficiency Projects:

A Targeted Market Efficiency Project is an upgrade that is identified in a Targeted Market Efficiency Project Study initiated by the Joint RTO Planning Committee as provided for under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM and that satisfies the criteria for a Targeted Market Efficiency Project as set forth in Article IX of the Joint Operating Agreement between the Transmission Provider and PJM. Any Targeted Market Efficiency Project that is recommended by the Joint RTO Planning Committee under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM shall be presented to

the Transmission Provider Board for approval in the MTEP.

G. Treatment of Storage as a Transmission-Only Asset (SATOA)

1. SATOA May Be Included in MTEP as a Solution to a Transmission Issue

A storage facility proposed as a Storage as Transmission Only Asset ("SATOA") may be considered in the transmission planning process as a solution to a Transmission Issue. A SATOA may be any one of the transmission project types described in Sections II.A through II.D and II.F of this Attachment FF that meet the definitions, criteria, or factors applicable to those project types. A SATOA is eligible for cost recovery consistent with the cost recovery for its project type under Attachment FF, including cost recovery under Attachment FF, Section III.A.2.k.

a. Comparative Evaluations of Proposed SATOA.

The Transmission Provider will evaluate the appropriateness of proposed SATOAs as solutions to Transmission Issues identified in the development of the MTEP comparably to any other transmission asset. Considerations will include:

i. Ability of the proposed SATOA to address the Transmission Issue (e.g., loading, voltage, stability) in all hours that the Transmission Issue is determined to exist, with a life-cycle cost that is comparable to other proposed solutions or as otherwise needed to address the Transmission Issue, and after consideration of the comparability in system performance to other proposed solutions, including any non-transmission alternatives consistent with the provisions of Section I.D.1.b.

ii. The minimum and maximum Capacity required to address the Transmission Issue to ensure that excess storage Capacity is not treated as a transmission asset. Cost recovery under transmission rates is limited to the cost of the maximum Capacity determined to be needed to address the Transmission Issue and will be pro-rated on that basis if a SATOA of higher Capacity is proposed, selected for inclusion in Appendix A of MTEP, and installed.

iii. Assurance of sufficient Energy and/or reactive capability (MWh/MVAr) to charge or discharge Energy for any period identified as necessary in the planning study.

iv. Assessment of system reliability impacts applicable to inverter-based facilities on the same basis and in a manner comparable to such analysis in the Generator Interconnection Procedures applicable to storage Resources as inverter-based facilities.

v. Life-cycle cost comparisons, including consideration of the period that is required to address the Transmission Issue, which may be less than the life cycle of alternatives, and including the factors described in Section II.G.1.b.

vi. Additional considerations that may support comparative evaluation to other solutions to the Transmission Issue, such as lead-time to develop, right of way or substation impacts, expandability, operational flexibility, or others.

b. Life Cycle, Degradation, and Cost Assumptions

Selection of the proposed SATOA as the preferred solution will consider similar cost and effectiveness considerations as applied to any other proposed transmission solution. The entity

proposing the SATOA shall provide the planning estimate of the SATOA's:

i. Direct capital cost;

ii. Expected useful life;

iii. Equipment replacement schedules and associated life-cycle costs and other ongoing costs to maintain the SATOA at its required Capacity and Energy capability necessary to address the Transmission Issue identified, or otherwise comparable to a traditional wires solution; and

iv. Other cost and performance information as the Transmission Provider may determine is necessary to compare cost and performance with other proposed solutions to the Transmission Issue identified.

c. Selection of proposed SATOA as a Preferred Solution in MTEP

To be selected for inclusion in the MTEP, in addition to the requirements of Section II.G.1.a., the proposed SATOA must:

i. Demonstrate a basis to be recommended for inclusion in Appendix A of the MTEP as a transmission asset by:

a. Unique characteristics or circumstances of the proposed SATOA necessary to meet the identified Transmission System performance requirements and not otherwise available at comparable costs from other proposed solutions, including speed of operation, lead-time to implement, right-of-way or other property considerations.

b. A need to resolve the Transmission Issue(s) through the storage facility's functioning as a SATOA instead of as a Resource that participates in the Transmission Provider's markets. A storage facility will not be evaluated as a potential SATOA to resolve a routine (i.e. N-0 or N-1) Transmission Issue that can be addressed by a market solution.

ii. Meet the criteria to be designated in the MTEP as one of the transmission project types consistent with the provisions of Sections II.A through II.D and II.F of this Attachment FF, or as eligible for cost recovery pursuant to Section III.A.2.k.

d. Consideration of Impacts on Resources in the Interconnection Queue

If the Transmission Provider or stakeholder identifies a potential impact to Generating Facilities in the Definitive Planning Phase pursuant to Attachment X, the Transmission Provider will assess whether the proposed SATOA will impact Generating Facilities in the Definitive Planning Phase and such assessment may include targeted contingency analyses applying Applicable Reliability Standards and applicable regional and local planning criteria to evaluate the incremental impact of the proposed SATOA on Generating Facilities in the Definitive Planning Phase that are in proximity to the SATOA in the MTEP model to compare loading and other system performance impacts attributable to the addition of the SATOA. The Transmission Provider will test the expansion model with and without the SATOA operating in the manner required for the SATOA to address the Transmission Issue identified for the SATOA to resolve. If such assessment demonstrates that the necessary operating mode of the proposed SATOA would cause the need for additional system mitigation, the cost of such mitigation will be included in the evaluation of the proposed SATOA against other potential transmission solutions

and will be included as part of the SATOA project itself and the total project costs will be eligible for recovery through the appropriate Attachment and Schedule of the Tariff.

2. Development of Operating Guides Associated with SATOA Selected for MTEP

Operation of SATOA in real time will be under the functional control of the Transmission Provider as provided for in Rate Schedule 1 (Transmission Owners Agreement), Article Three, Section I.A. For each SATOA included in the MTEP, the Transmission Provider will develop an Operating Guide specifying the operating practices applicable to the SATOA and consistent with the system performance requirements determined through the planning study supporting the selection of the SATOA for inclusion in the MTEP. The Operating Guide will include limitations on the operation of the SATOA above the maximum Capacity determined to be needed to address the Transmission Issue, consistent with Section II.G.1.a.ii.

3. Storage as Non-Transmission Alternatives

As provided for under Section I.D.1.b, storage facilities that are not proposed as SATOA may be considered as alternatives to transmission assets to address system needs when participating as generation or demand-side resources.

4. SATOA Participation in Markets

SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction.

5. Transmission Service Associated with SATOA Operation

No Transmission Service charges are applicable to the operation of a SATOA.

6. Responsibility for Market-Derived Costs and Revenues Associated with SATOA

a. Accounting for Costs Incurred in the Market

Costs resulting from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be collected through transmission rates in a manner consistent with the treatment of costs associated with the transmission project type that the SATOA is included as in Appendix A of the MTEP pursuant to Section II.G.1.c.ii. As an example, costs for charging a SATOA battery storage device may be included in transmission rates in a manner consistent with the inclusion in transmission rates as a Baseline Reliability Project if the battery storage device operates to serve as a Baseline Reliability Project.

b. Credit Back of Market Revenues

Revenues collected from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be credited back through transmission rates in a manner consistent with the treatment of costs associated with the project category in transmission rates.

7. Removal

No SATOA may be removed from service permanently unless the removal is submitted into the annual MTEP planning process as a proposed project removal, reviewed by the Transmission Provider for its impact on Transmission System performance, and accepted by the Transmission Provider based on such review.

III. Designation of Cost Responsibility for MTEP Projects: Based on the planning

analysis performed by the Transmission Provider, which shall take into consideration all appropriate input from Market Participants or external entities, including, but not limited to, any indications of a willingness to bear cost responsibility for an enhancement or expansion, the recommended MTEP shall, for any enhancement or expansion that is included in the plan, designate: (i) the Market Participant(s) in one or more pricing zones that will bear cost responsibility for such enhancement or expansion, as and to the extent provided by any applicable provision of the Tariff, including Attachments N, X, or any applicable cost allocation method ordered by the Commission; or, (ii) in the event and to the extent that no provision of the Tariff so assigns cost responsibility, the Market Participant(s) or Transmission Customer(s) in one or more pricing zones from which the cost of such enhancements or expansions shall be recovered through charges established pursuant to Attachment GG of this Tariff, or as otherwise provided for under this Attachment FF.

Any designation under clause (ii) of the preceding sentence shall be determined as provided for in Section III.A of this Attachment FF with the cost responsibility at least roughly commensurate with the benefits. For all such designations, the Transmission Provider shall calculate the cost allocation impacts to each pricing zone. The results will be reviewed for unintended consequences by the Transmission Provider and the Tariff Working Group and any such identified consequences shall be reported to the Planning Advisory Committee, and the OMS.

A. Allocation of Costs Within the Transmission Provider Region

1. Default Cost Allocation: Except as otherwise provided for in this Attachment FF, or by any other applicable provision of this Tariff and consistent with the ISO Agreement, the responsibility for Network Upgrades included in the approved MTEP will be addressed in

accordance with the provisions of the ISO Agreement.

2. Cost Allocation: The Transmission Provider will designate and assign cost responsibility on a regional, and sub-regional basis for Network Upgrades identified in the MTEP subject to the grand-fathered project provisions of Section III.A.2.b.

   a. Market Participant's Option to Fund: Notwithstanding the Transmission Provider's assignment of cost responsibility for a project included in the MTEP, one or more Market Participants may elect to assume cost responsibility for any or all costs of a Network Upgrade that is included in the MTEP. Provided however, in the event the Market Participant is also a Transmission Owner such election of the option to fund must be made on a consistent, non-discriminatory basis.

   b. Grandfathered Projects: The cost allocation provisions of this Attachment FF shall not be applicable to transmission projects identified in Attachment FF-1, which is based on the list of projects designated as Planned Projects in the MTEP approved by the Transmission Provider Board on June 16, 2005 (MTEP 05) and some additions of proposed projects that the Transmission Provider has determined to be in the advanced stages of planning.

   c. Baseline Reliability Projects: Costs of Baseline Reliability Projects shall be recovered pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) developing such projects, such that the Transmission Owner(s) and/or ITC(s) developing a Baseline Reliability

Project shall be responsible for all of the costs of the portion of the Baseline Reliability Project that is physically located in the Transmission Owner's and/or ITC's pricing zone, subject to the requirements of the ISO Agreement.

d. Generation Interconnection Projects: Costs of Generation Interconnection Projects that are not JTIQ Upgrades and that are not determined by the Transmission Provider to be Baseline Reliability Projects, Market Efficiency Projects, or Multi-Value Projects and the Network Upgrade costs associated with advancing a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project associated with a generator interconnection will be paid for by the Interconnection Customer(s) in accordance with Attachment X.

For Generation Interconnection Projects interconnecting to the American Transmission Company LLC transmission system and that are not JTIQ Upgrades, such costs will be subject to the provision of Attachment FF – ATCLLC. In the event that a Generation Interconnection Project that is not a JTIQ Upgrade defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

1) For Network Upgrades to facilities in voltage classes at or above 345 kV and that are not a JTIQ Upgrade, the Interconnection

Customer shall be repaid 10 percent of the costs of the Generation Interconnection Project funded by the Interconnection Customer once Commercial Operation is achieved. The Transmission Owner(s) constructing the Generation Interconnection Project will repay 10% of the Generation Interconnection Project costs associated with Network Upgrade facilities in a voltage class of 345 kV or greater to the Interconnection Customer under repayment terms consistent with the schedules and other terms of Attachment X.

The 10% of the Project Cost associated with Network Upgrade facilities of voltage class 345 kV or above and that are not a JTIQ Upgrade, and repaid to the Interconnection Customer pursuant to this section, shall be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff.

Costs of Generation Interconnection Projects that are JTIQ Upgrades included in a JTIQ Portfolio, and where a JTIQ Upgrade included in the JTIQ Portfolio has been selected to receive funding through the United States Department of Energy Grid Resilience and Innovation Partnerships (GRIP) Program by December 31, 2023, shall be allocated to Interconnection Customers included in the JTIQ Commitment Groups consistent with Section 9.4 and related subsections of Rate Schedule 6. If none of the JTIQ

Upgrades have been selected to receive funds through the GRIP program, the Transmission Provider will propose an appropriate cost allocation method pursuant to the terms of Section 9.4 of Rate Schedule 6.

In the event that the JTIQ Portfolio in Section 9.4 of Rate Schedule 6 is not fully subscribed as set forth in Rate Schedule 6, the costs of JTIQ Upgrades constructed by a Transmission Owner and not recovered from the JTIQ Commitment Groups shall be recovered on a system-wide basis pursuant to Attachment JJJ.

A JTIQ Upgrade identified pursuant to Section 9.4 of Rate Schedule 6 shall be presented to the Transmission Provider Board for approval for inclusion in the MTEP.

2) An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer, including when the Transmission Owner elects to fund the capital cost of a Shared Network Upgrade under Section 11.3 of the Generator Interconnection Agreement, as a Generation Interconnection Project pursuant to Attachment X in accordance with the following provisions:

(a) Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its

Generator Interconnection Agreement for which the Transmission Owner(s) has not elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator Interconnection Agreement. The one-time payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the Transmission Provider.

All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).

(b) If the Transmission Owner(s) has elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement, each Interconnection Customer with that Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall enter into a Facilities Service Agreement(s) with the Transmission Owner(s).

3) The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or

other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Section III.A.2.d and that are not costs for JTIQ Upgrades. For costs funded by or charged to the Interconnection Customer for Generation Interconnection Projects that are JTIQ Upgrades, the Interconnection Customer shall be eligible for Financial Transmission Rights pursuant to Section 47 of this Tariff.

4) International Transmission/Michigan Electric Transmission Company:

(a) For those Generation Interconnection Projects that are not JTIQ Upgrades for which International Transmission Company or Michigan Electric Transmission Company, LLC, ("International" or "METC") as Transmission Owners will be a signatory to the interconnection agreement under the terms of Attachment X of this Tariff or any successor provision of the Tariff executed by the parties after the effective date of this Attachment FF Section III.A.2.d.4, this Attachment FF Section III.A.2.d.4 shall apply.

(b) Generation Interconnection Projects: The cost of

Network Upgrades for Generation Interconnection Projects that are not determined by the Transmission Provider to be Baseline Reliability Projects shall be reimbursed by the Transmission Owner as provided in this Section III.A.2.d.4. All costs of Network Upgrades for Generation Interconnection Projects will initially be paid by the Interconnection Customer in accordance with the terms of the Interconnection Agreement entered into pursuant to Attachment X of this Tariff. To the extent the Interconnection Customer demonstrates at the time of Commercial Operation of the Generating Facility one of the following:

i. Generating Facility has been designated as a Network Resource in accordance with the Tariff, or

ii. Contractual commitment has been entered into with a Network Customer for capacity, or in the case of an Intermittent Resource, for energy, from the Generating Facility for a period of one (1) year or longer.

The Interconnection Customer will receive up to one hundred percent (100%) reimbursement of reimbursable

costs within ninety (90) days of the Commercial Operation Date, such reimbursement prorated by the percentage of the Generating Facility capacity or annual available energy output contracted for and as demonstrated to the satisfaction of the Transmission Provider.

If the Interconnection Customer is unable to demonstrate to the satisfaction of the Transmission Provider at the time of Commercial Operation of the Generating Facility that the Generating Facility has met the repayment obligations set forth in Attachment FF Sections III.A.2.d.4.b.i. or III.A.2.d.4.b.ii. the Interconnection Customer shall be directly assigned 100% of the costs of the Generation Interconnection Project. The Transmission Owner may effect this direct assignment of costs by either foregoing any repayment of costs funded by the Interconnection Customer, or by electing to repay 100% of the costs under repayment terms consistent with the schedules and other terms of Attachment X.

The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or

charged to the Interconnection Customer and not subject to repayment under the provisions of this Attachment FF Section III.A.2.d.4. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

(c) For all amounts to be reimbursed by a Transmission Owner to an Interconnection Customer in accordance with this Attachment FF Section III.A.2.d.4, the Transmission Owner will reimburse the sums received from the Interconnection Customer in cash together with any applicable interest, in accordance with the terms of the Interconnection Agreement.

(d) Allocation of Generation Interconnection Reimbursement. For all amounts reimbursed by a Transmission Owner to an Interconnection Customer under this Attachment FF Section III.A.2.d.4, the reimbursement will be allocated as follows:

i. Projects of Voltage Below 345 kV: 50% of

the applicable Project Cost for Generation Interconnection Projects with a voltage class below 345 kV shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider which is similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of

the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

ii. Projects of Voltage 345 kV and Higher: 10% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. 40% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The

designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the

reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

e. Transmission Delivery Service Projects: Costs of Transmission Delivery Service Projects shall be assigned and recovered in accordance with Attachment N of this Tariff.

f. Market Efficiency Projects: Costs of Market Efficiency Projects shall be allocated as follows:

i) One Hundred percent (100%) of the costs of the Market Efficiency Projects with a voltage at or above 230 kV that do not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA shall be allocated to all Transmission Customers in each of the of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7. For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV,one hundred percent (100%) of the Transmission Provider's share of the

costs shall be allocated to all Transmission Customers in each of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7.

ii) For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. The cost allocated to each Cost Allocation Zone shall be based on the relative benefit determined for each Cost Allocation Zone that has a positive present value of annual benefits over the evaluation period using the methodology for project benefit determination of Attachment FF-7, Section I.A.

iii) Excessive Funding or Requirements: The Transmission Provider shall seek to identify and manage the development of, as a part of the planning process for Market Efficiency Projects, portfolios of projects that tend to provide net

benefits over the planning horizon, as determined according to the applicable section(s) of Attachment FF-7, throughout each Transmission Pricing Zone for each Market Efficiency Project with a voltage at or above 230 kV that does not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA, for each Market Efficiency Project that is also an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, and for each Cost Allocation Zone, as defined in Attachment WW, for each Market Efficiency Project that is also an Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV. The Transmission Provider shall analyze on an annual basis whether the project portfolios developed in accordance with this goal and the criteria in Section III.A.2.f unintentionally result in unjust or unreasonable annual capital funding requirements for any Transmission Owner or rate increases for Transmission Customers in designated pricing zones; or otherwise result in undue discrimination between the Transmission Customers, Transmission Owners, or any Market Participants; any such

identified consequences shall be reported to the Planning Advisory Committee and to the Organization of MISO States. After discussing such assessments with the aforementioned stakeholder bodies, and taking into consideration the cumulative experience in applying this Attachment FF, the Transmission Provider will make a determination as to whether Tariff modifications are required, and if so file such modifications.

g. Multi-Value Projects: Costs of Multi-Value Projects will be allocated as follows:

i) For a Portfolio of Multi-Value Projects with benefits spread broadly across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of the Multi-Value Projects shall be allocated on a system-wide basis to Transmission Customers that withdraw energy, including external transactions sinking outside the Transmission Provider's region, and recovered through an MVP Usage Charge pursuant to Attachment MM.

ii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX but

not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdrew energy in the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX, including applicable external transactions associated with the MISO Midwest MVP Cost Allocation Subregion sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

iii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO South MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdraw energy in the MISO South MVP Cost Allocation Subregion as identified in Attachment XX, including applicable external transactions associated with the MISO South MVP Cost Allocation Subregion and

sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

h. Targeted Market Efficiency Projects: The cost of a Targeted Market Efficiency Project shall be allocated as follows:

i) Targeted Market Efficiency Projects are interregionally cost allocated between the Transmission Provider and PJM per Section 9.4.4.2.5 of the Joint Operating Agreement between the Transmission Provider and PJM.

ii) One hundred percent (100%) of the Transmission Provider's share of the cost of a Targeted Market Efficiency Project shall be allocated to all Transmission Pricing Zones that receive a positive congestion contribution benefit from the Targeted Market Efficiency Project. The share of such cost allocated to each Transmission Pricing Zone shall be in proportion to the relative positive congestion contribution benefit accruing from the Targeted Market Efficiency Project to the Transmission Pricing Zone over the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. To determine the relative positive contribution benefit accruing to each Transmission Pricing Zone, the Transmission Provider will

use the data resulting from the Targeted Market Efficiency Project study conducted pursuant to Section 9.3.7.2(c) of the Joint Operating Agreement and apply a congestion contribution formula to each load node and generator node in the Commercial Model equal to the multiplication of the Shadow Price of the flowgate, shift factor of the load node or generator node to the flowgate, and the amount of load or generation at the node. This formula will be applied for all hours in the Day Ahead market where the Reciprocal Coordinated Flowgate experienced congestion. The congestion contribution of each load node or generator node on the Reciprocal Coordinated Flowgate will be calculated for each congested interval during the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. Summing all of the congestion contributions will yield the relative benefits of the upgrade to each load node or generator node. Aggregating the load node or generator node congestion contributions for each Transmission Pricing Zone gives the net benefits of the upgrade to each Transmission Pricing Zone, providing the basis for cost allocation of the Transmission Provider's share of the cost of the Targeted

Market Efficiency Project.

iii) Provided, however, that no cost for the Targeted Market Efficiency Project shall be allocated to a Transmission Pricing Zone if the positive congestion contribution benefit from the Targeted Market Efficiency Project to that Transmission Pricing Zone is calculated to be less than a threshold of either: (1) $5,000 total or (2) less than one percent (1%) of the Transmission Provider's cost of the Targeted Market Efficiency Project. Any costs that are not allocated to a Transmission Pricing Zone because they fall within this threshold will be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

iv) Provided, further, that no cost for a Targeted Market Efficiency Project that is approved in any MTEP by the Transmission Provider Board during the Second Planning Area's Transition Period shall be allocated to a Transmission Pricing Zone located in the Second Planning Area if the

Targeted Market Efficiency Project terminates wholly outside of MISO or terminates exclusively in the First Planning Area. Any costs that are not allocated to a Transmission Pricing Zone in the Second Planning Area as a result of this subsection shall be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

i. Market Participant Funded Projects (MPFPs): Costs of MPFPs will be allocated as follows: One-hundred percent (100%) of the cost of a Market Participant Funded Project (MPFP) shall be assigned to the Market Participant that proposed the project, subject to the provisions of this Attachment FF Section II.D.3, unless other cost sharing arrangement is agreed to between the Market Participant and the incumbent Transmission Owner.

j. Treatment of Projects that meet both Baseline Reliability Project Criteria and/or New Transmission Access Project Criteria, and the Market Efficiency Project Criteria: If the Transmission Provider determines that a project designated as a Market Efficiency Project also meets the criteria to

be designated as a Baseline Reliability Project and/or a New Transmission Access Project, the cost of such project shall be allocated in accordance with the Market Efficiency Project allocation procedures.

k. Other Projects: Unless otherwise agreed upon pursuant to Section III.A.2.a. of this Attachment FF, the costs of Network Upgrades that are included in the MTEP, but do not qualify as Baseline Reliability Projects, New Transmission Access Projects, Targeted Market Efficiency Projects, Market Efficiency Projects, or Multi-Value Projects shall be eligible for recovery pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) paying the costs of such project, subject to the requirements of the ISO Agreement.

l. Withdrawal from MISO: A Transmission Owner that withdraws from the MISO as a Transmission Owner shall remain responsible for all financial obligations incurred pursuant to this Attachment FF while a Member of the MISO and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the MISO and the withdrawing Member.

m. New Transmission Owners: A new Transmission Owner joining the MISO will be responsible for the following financial obligations:

    a. New Transmission Owners will not be responsible for any portion of Baseline Reliability Projects, Generation Interconnection Projects, Transmission Delivery Service

Projects, Targeted Market Efficiency Projects, or Market Efficiency Projects that were approved prior to their entry date.

b. For Multi-Value Projects approved prior to the new Transmission Owner's entry date, the load interconnected to the Transmission Owner's Transmission System will be responsible for one-hundred percent (100%) of the MVP usage charge described in Attachment MM for the years following the Transmission Owner's entry date applied to the Monthly Net Actual Energy Withdrawals for Load interconnected to the Transmission Owner's Transmission System.

n. Only a Transmission Owner shall be authorized to construct and/or own transmission facilities associated with a Baseline Reliability Project. For projects jointly developed between Transmission Owners and other parties the portion constructed and owned by a Transmission Owner may qualify as a Baseline Reliability Project, Market Efficiency Project, and/or Multi Value Project.

IV. Merchant Transmission Project Data Requirements: A proposed merchant transmission developer assumes all financial risk and funding requirements for developing its transmission project(s) and constructing the proposed transmission facility(ies). In order for a

proposed merchant transmission developer's facility to be interconnected to the Transmission System, it is first necessary for the impacted Transmission Owner and the Transmission Provider to analyze the reliability and operational impact of the proposed new merchant transmission facility(ies) on the Transmission System to determine if the new merchant transmission facilities can be reliably supported by the Transmission System, and if not, what Network Upgrades funded by the merchant transmission developer would be required to reliably support the proposed merchant transmission facility(ies). In order to perform the required reliability and operational analyses, the merchant transmission developer must provide the following data to the Transmission Provider:

(1) Each transmission circuit and substation, including new facilities, associated with the merchant transmission proposal;

(2) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, AC or DC) for each transmission circuit associated with the merchant transmission proposal;

(3) Typical and maximum MW power flow schedules, in each direction, for all proposed DC transmission circuits associated with the merchant transmission proposal;

(4) Normal and emergency summer and winter load ratings for each transmission circuit associated with the merchant transmission proposal;

(5) Maximum allowable positive sequence impedance for each AC transmission circuit associated with the merchant transmission proposal, when applicable;

(6) List of all transmission buses associated with the merchant transmission proposal, including nominal operating voltage level in kV, voltage characteristics, and terminating transmission branches and shunts;

(7) Proposed substation one-line diagrams for all new substations associated with the merchant transmission proposal, including circuit breaker and bus configuration details;

(8) Load ratings, winding connections, impedances, tap data, and any other relevant information for load carrying equipment and facilities associated with the merchant transmission proposal, as applicable;

(9) Modeling files to model proposed facilities and relevant new contingencies in power flow, stability, short-circuit and other relevant study models; and

(10) Any other data determined pertinent to the study by the Transmission Provider and/or interconnecting Transmission Owners for the specific merchant transmission facility proposal.

V. Designation of Entities to Construct, Implement, Own, Operate, Maintain, Repair, Restore, and/or Finance MTEP Projects: With the exception of Competitive Transmission Projects, for each project included in the recommended MTEP Appendix A and prior to approval by the Transmission Provider Board, the plan shall designate one or more Transmission Owners to construct, own, operate, maintain, repair, restore, and finance the recommended project, based on the planning analysis performed by the Transmission Provider and based on other input from participants, including, but not limited to, any indications of a willingness to bear cost responsibility for the project; and applicable provisions of the ISO Agreement. Regarding Competitive Transmission Projects, upon the determination of the Selected Developer(s) for such projects, as set forth in Section VIII of this Attachment FF, the Transmission Provider shall update the approved MTEP Appendix A by identifying the Selected Developer(s) for each Competitive

Transmission Project. Should the facilities from such Competitive Transmission Projects not be approved by state regulatory authorities as Competitive Transmission Facilities, but instead as upgrades to existing transmission facilities, as defined in Section VIII.A.2 of this Attachment FF, the Transmission Provider shall update MTEP Appendix A by designating the appropriate Transmission Owner(s) to construct, own, operate, maintain, repair, restore, and finance such facilities in accordance with the ISO Agreement.

VI. Implementation of the MTEP:

A. If the Transmission Provider and any Transmission Owner's planning representatives, or other designated entity(ies), cannot reach agreement on any element of the MTEP, the dispute may be resolved through the dispute resolution procedures provided in the Tariff, or in any applicable joint operating agreement, or by the Commission or state regulatory authorities, where appropriate. The MTEP shall have as one of its goals the satisfaction of all regulatory requirements as specified in Appendix B or Article IV, Section I, Paragraph C of the ISO Agreement.

B. The Transmission Provider shall present the MTEP, along with a summary of relevant alternative projects that were not selected, to the Transmission Provider Board for approval on a biennial basis, or more frequently if needed. The proposed MTEP shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, timetable, cost, and Transmission Owner or other parties' construction responsibilities.

C. Approval of the MTEP by the Transmission Provider Board certifies it as the Transmission Provider plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide a copy of the MTEP to all applicable federal and state regulatory authorities. The affected Transmission Owner(s), Selected Developer(s), or other designated entity(ies), shall make a good faith effort to design, certify, and build the designated facilities to fulfill the approved MTEP. However, in the event that an MTEP Appendix A project approved by the Transmission Provider Board is being challenged through the dispute resolution procedures under this Tariff or in court proceedings, the obligation of the Transmission Owners, or other designated entity(ies), to build that specific project (subject to required approvals) is waived until the approved project emerges from the dispute resolution procedures. In the event that selection of the Selected Developer(s) to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer(s) to construct the project pursuant to the Selected Developer Agreement is not waived. The Transmission Provider Board shall allow the Transmission Owners, or other designated entity(ies), to optimize the final design of specific facilities and their in-service dates if necessary to accommodate changing conditions, provided that such changes comport with the approved MTEP and provided that any such changes are accepted by the Transmission Provider through the Variance Analysis process described in Section IX of this Attachment FF, as necessary. Any disagreements concerning such matters shall be subject to the dispute resolution procedures of this Tariff.

D. The Transmission Provider shall assist the affected Owner(s), Selected

Developer(s), or other designated entity(ies), in justifying the need for, and obtaining certification of, any facilities required by the approved MTEP by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required. The Transmission Provider shall publish annually, and distribute to all Members and all appropriate state regulatory authorities, a five-to-ten-year planning report of forecasted transmission requirements. Annual reports and planning reports shall be available to the general public upon request.

VII. Multi-Value Project Costs and Benefits Review and Reporting

A. Frequency and Reporting of Multi-Value Project Review: For two (2) three (3) year cycles, as provided below and in the Business Practices Manual for Transmission Planning, the Transmission Provider shall conduct a review of the cumulative costs and benefits associated with any MVP(s) first included in an approved MTEP in the preceding six (6) years, and shall disseminate the results of such reviews to its stakeholders. The Transmission Provider shall use the review process and results to identify potential modifications to the MVP methodology and its implementation for projects to be approved at a future date.

1. Triennial MVP Review: Beginning with the third MTEP following approval of an MVP , and the third MTEP thereafter, the Transmission Provider shall conduct a MVP review, as provided in Section VII.B of this Attachment FF.
2. Calculation of Costs and Benefits: The Triennial MVP Reviews MVP Reviews shall calculate costs and benefits on a forward-looking basis over both twenty

(20)-year and forty (40)-year periods. The costs calculation shall use updated project costs and in-service dates provided in the latest MTEP quarterly status report, and the benefits calculation shall use updated future scenarios from the latest MTEP planning cycle. The results of the costs and benefits calculation shall be provided for each Cost Allocation Zone as defined in Attachment WW.

3. Dissemination of the Results of the Triennial MVP Reviews: Within a reasonable time after completion of each MVP review, the Transmission Provider shall disseminate the results of and supporting analysis for the MVP review through: (a) publication in the MTEP; (b) posting on the appropriate section of the Transmission Provider's public website; and (c) presentation to the appropriate stakeholder committees.

B. Scope of Triennial Multi-Value Project Review: Each Triennial MVP Review shall at a minimum include the following:

1. Quantitative Benefits: Analysis of the quantifiable economic benefits resulting from the addition of MVPs first included in an approved MTEP within the preceding six years, including, but not limited to:

   a. Congestion and Fuel Savings: Savings from increased access to lower cost Resources;

   b. Decreased Operating Reserves: Savings associated with lower Operating Reserve requirements;

   c. Decreased System Planning Reserve Margin: Savings associated with deferred generation investment due to a reduction in the system-wide

Planning Reserve Margin; and

d. Decreased Transmission Line Losses: Savings associated with deferred generation investment due to a reduction in the Capacity required to serve transmission losses during peak hours, to the extent that MVPs reduce such losses.

2. Public Policy and Other Qualitative Benefits: Analysis of the public policy and other qualitative benefits accruing from MVPs, such as newly interconnected wind units; and an increase in the percentage of the Transmission Provider's Energy needs being supplied by wind and/or other renewable resources, and wind curtailments.

3. Historical Data: Based on the historical data available to the Transmission Provider for the five (5) prior years, of information on certain additional market trend metrics including, but not limited to:

a. Congestion costs;

b. Energy prices;

c. Fuel costs;

d. Planning Reserve Margin requirements;

e. Number of newly interconnected Resources, by Resource type; and

f. The share of the Transmission Provider's Energy supplied, by Resource type.

VIII. COMPETITIVE TRANSMISSION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with identifying Competitive Transmission Facilities contained within a Market Efficiency Project or Multi-Value Project approved by the Transmission Provider Board in MTEP Appendix A; certifying entities as Qualified Transmission Developers, whether they are existing Transmission Owners or non-incumbent transmission developers; solicitation of Proposals from Qualified Transmission Developers to construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Facilities; evaluation of Proposals; and designation of a Selected Proposal and Selected Developer(s) pursuant to Section VIII of Attachment FF of the Tariff.

VIII.A. APPLICABILITY

Except as otherwise provided in Sections VIII.A.1, VIII.A.2 and VIII.A.3 of this Attachment FF, the Competitive Developer Selection Process shall be applicable to all transmission facilities and substation facilities located on the Transmission System and included in an Eligible Project.

VIII.A.1. State or Local Rights of First Refusal:

The Transmission Provider shall comply with any Applicable Laws and Regulations granting a right of first refusal to a Transmission Owner. The Transmission Owner will be assigned any transmission project within the scope, and in accordance with the terms, of any Applicable Laws and Regulations granting such a right of first refusal. These Applicable Laws and Regulations include, but are not limited to, those granting a right of first refusal to the incumbent Transmission Owner(s) or governing the use of existing developed and undeveloped right of way held by an incumbent utility.

VIII.A.2. Upgrades to Existing Transmission Facilities:

A Transmission Owner shall have the right to develop, own, and operate any upgrade to a transmission facility owned by the Transmission Owner, in accordance with this Tariff and the ISO Agreement.

For an Eligible Project that contains both upgrades to existing transmission facilities as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 and new transmission facilities that are not upgrades, the Transmission Provider shall apply the following rules to assign the facilities included in the Eligible Project to applicable incumbent Transmission Owners or Selected Developer.

a. If 80% or more of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement.

b. If less than 80% of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall divide the Eligible Project into two or more facilities or segments of facilities based upon the rules set forth in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF. For those facilities or segments of facilities that are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1, the

Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement. Those facilities or segments that are not exempt from the Competitive Developer Selections Process pursuant to Section VIII.A.1 through VIII.A.3 shall be subject to the Competitive Developer Selection Process.

For purposes of this Section VIII.A.2, the Transmission Provider shall use the cost estimates prepared by the Transmission Provider for presentation to the Transmission Provider Board at the time such facilities are approved for inclusion in Appendix A to calculate the total cost of the transmission facilities contained within an Eligible Project.

VIII.A.2.1. Upgrades to Existing Transmission Lines: Upgrades to existing transmission line facilities include any expansion, replacement, or modification, for any purpose, made to existing transmission line facilities classified as transmission plant and owned by one or more Transmission Owners, for reasons including, but not limited to:

(a) Increasing the load capability of the transmission line or an associated circuit;

(b) Increasing the nominal operating voltage of the transmission line or an associated circuit;

(c) Installing additional plant on an existing overhead or underground

transmission line facility, such as, but not limited to:

i. plant associated with an additional circuit installed on spare structure positions;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to existing transmission line facilities.

(d) Installing additional plant on a replaced overhead or underground transmission line facility, where the new additional circuit will be co-located with an existing transmission line, such as, but not limited to:

i. plant associated with an additional circuit installed on a replaced structure;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to replacement transmission line facilities.

(e) Any requirement or request to relocate transmission line facilities owned by an incumbent Transmission Owner where the purpose of the relocation is not part of the core scope of a Competitive Transmission Project, including, but not limited to, relocations driven by aesthetics, highway expansion projects, other infrastructure expansion projects, projects to improve the reliability or performance of the Transmission System, projects to reduce the cost to operate and maintain the Transmission System, projects to interconnect new generation and load, and projects to accommodate the relocation of an existing substation;

(f) Any requirement or request to relocate existing transmission line facilities owned by an incumbent Transmission Owner to accommodate Competitive Transmission Line Facilities associated with a Competitive Transmission Project, where such construction of the Competitive Transmission Line Facilities requires or requests use of the incumbent Transmission Owner's right-of-way and, as a result, also requires or requests transfer of the existing transmission facilities to alternative right-of-way or an alternative position on the same right-of-way based on either mutual consent of the incumbent Transmission Owner and Selected Developer(s) and/or the outcome of a state regulatory proceeding or court action;

(g) Functionally equivalent capital replacement of any portion of an existing transmission line facility due to aging, deterioration, damage,

poor performance, aesthetics, high operating and maintenance costs, or other similar reasons;

(h) Replacing one or more existing components of any existing transmission line facility, such as, but not limited to:

i. replacing existing conductors with higher capacity conductors or better performing conductors;

ii. replacing existing structures;

iii. replacing insulators rated at a specific voltage with insulators rated at a higher voltage;

iv. replacing aging or defective components associated with the existing transmission line;

(i) Improving the performance or characteristics of the existing transmission line for any reason;

(j) Converting an existing overhead transmission line to an underground transmission line on the same right-of-way and/or converting an existing underground transmission line to an overhead transmission on the same right-of-way;

(k) Improving land and land rights booked under the Commission's Uniform System of Accounts, Account Nos. 105, 350, and/or 380; or

(l) Any other modifications to existing transmission facilities.

VIII.A.2.1.1. Installation of additional transmission circuits on existing transmission lines:

If a Competitive Transmission Project includes developing a new transmission circuit and in a subsequent state or local regulatory proceedings determine that all or a portion of the circuit must be installed on an existing transmission line that is part of the Transmission System (i.e., co-located with existing transmission circuits on the same structures), the following rules will be used to determine what constitutes an upgrade:

(a) If the structures associated with the existing transmission line are multi-circuit structures and have spare positions to accommodate installation of one or more additional transmission circuit(s), installation of the new transmission circuit(s) on these spare structure positions will be considered an upgrade.

(b) If the structures associated with the existing transmission line can be expanded to accommodate installation of one or more additional transmission circuit(s), expansion of the structure and installation of the new transmission circuit(s) will be considered an upgrade.

(c) If the structures associated with the existing transmission line are not multi-circuit structures and cannot be expanded to accept additional circuits, do not have sufficient spare structure positions available to accommodate the new transmission circuit(s), or have spare structure positions that are reserved for future use by the incumbent Transmission Owner and not available for the new transmission circuit(s) in question, it will be necessary to rebuild

the existing transmission line to accommodate one or more additional transmission circuits. Under this scenario, all of the necessary and applicable actions (e.g., acquisition of additional right-of-way; removal of the existing transmission line plant; construction of new transmission line structures; transfer or replacement of the existing transmission line conductors, insulators, and shield wire(s); and installation of new conductors, insulators, and shield wire(s) associated with the new transmission circuit(s) co-located with existing transmission circuit(s) on the same structures; etc.) will be considered an upgrade.

VIII.A.2.2. Upgrades to Existing Substations:

Upgrades to existing substations include any expansions, replacements or modifications made, in part or in whole, to any existing substation or portion thereof that is owned by one or more Transmission Owners, and where some or all of the plant within the existing substation is classified as transmission plant. These upgrades include, but are not limited to:

(a) Replacing facilities and/or equipment within an existing substation footprint;

(b) Installing additional plant within an existing substation footprint;

(c) Modifying facilities and/or equipment within an existing substation footprint;

(d) Expanding an existing substation footprint within the existing substation site boundaries and installing additional plant within the expanded area;

(e) Acquiring additional land adjacent to the existing substation in conjunction with installation of additional plant within the boundaries of this additional land, including facilities to interconnect such plant to the existing substation plant; and

(f) Developing an additional footprint near the existing substation to facilitate effective expansion of the existing substation as further described below in Section VIII.A.2.2.1.

VIII.A.2.2.1. Expansion of an existing substation by developing an additional footprint near the existing substation:

Construction of a new substation footprint near an existing substation to facilitate expansion of the existing substation is considered an upgrade and is necessary when the transmission project calls for expansion of the existing substation and there is not sufficient space for such expansion. Upgrades through development of a second substation footprint can be accomplished in one of two ways. First, a second substation footprint can be developed near the existing substation footprint, and the two substation footprints will function electrically as a single substation and will be interconnected by bus extensions or connectors. An example would be expanding an existing substation that is landlocked by public roadways by

developing a second substation footprint on the other side of one of the roads and then installing an overhead single span connector which would function as a substation bus to interconnect the two substation footprints. Second, an existing substation could be retired for many reasons such as but not limited to: lack of room for future expansions, physical conditions such as soil subsidence, earthquake reinforcement requirements, to prevent flood damage, regulatory/public necessity/economic reasons, and other similar factors. A new substation could be developed nearby on a different site and all transmission circuits into the existing substation could be rerouted to the new site, which is essentially the relocation of an existing substation. These scenarios represent upgrades to an existing substation when the intent of the transmission project produced by the transmission planning process is to expand the existing substation rather than develop a new substation or to relocate an existing substation for reasons not related to implementation of a regionally cost shared transmission project.

VIII.A.3. Immediate Need Reliability Projects

Immediate Need Reliability Projects are projects that: (a) are identified in a Baseline Reliability Study needed to address a reliability need and needed within thirty-six (36) months from first Calendar Day of the month in which the Transmission Provider Board approves the project for inclusion in Appendix A of an MTEP; and (b) meet the criteria for designation as a Baseline Reliability Project pursuant to Section II.A.1 of this

Attachment FF, notwithstanding the fact that such project also meets the criteria set forth in Section II.B of this Attachment FF for classification as a Market Efficiency Project. The Transmission Provider shall designate the applicable Transmission Owner to develop, own, and operate all transmission facilities comprising such Immediate Need Reliability Project in accordance with the ISO Agreement.

VIII.A.3.1 Procedure for Review of Immediate Need Reliability Projects:

(a) Within thirty (30) Calendars Days after the Transmission Provider Board approves the respective MTEP, the Transmission Provider shall post a report on its website that separately identifies each Immediate Need Reliability Project that the Transmission Provider has determined to assign to the applicable Transmission Owner. The posted report shall include:

i. An identification of the transmission facilities contained within the Immediate Need Reliability Project;

ii. The need by date of each Immediate Need Reliability Project;

iii. A brief explanation of the reliability need(s), that each Immediate Need Reliability Project is required to address, including the reason(s) for the need by date, in sufficient detail to allow stakeholders to understand the need and why it is time sensitive;

iv. The date(s) and manner in which the reliability need was first identified during the planning process along with an explanation of why the need was not identified earlier;

v. An explanation of other transmission or, consistent with the provisions of

Section I.D.1.b, any non-transmission alternatives the Transmission Provider considered but concluded would not sufficiently address the immediate reliability need.

(b) If the Transmission Provider identifies any Immediate Need Reliability Projects pursuant to Section VIII.A.3.1(a), the Transmission Provider shall provide stakeholders with thirty (30) Calendar Days to submit comments in response to the report required by Section VIII.A.3.1(a) starting with the date that such report is posted on the Transmission Provider's website. Within sixty (60) Calendar Days after posting the report required by Section VIII.A.3.1(a), the Transmission Provider shall post the comments received together with any responses by the Transmission Provider.

(c) The Transmission Provider shall post and update at least annually a list of prior years' designations of Market Efficiency Projects that met the criteria in Section VIII.A.3, for designation as an Immediate Need Reliability Project which list shall contain both the need-by date and the date that the Transmission Owner placed the facility in service.

VIII.A.3.2 Immediate Need Reliability Project Dispute Resolution.

Any disputes regarding determinations to classify or not classify a transmission project as an Immediate Need Reliability Project and/or assign transmission facilities associated with such Immediate Need Reliability Project to the Transmission Owner will be referred to the Dispute Resolution Process under Attachment HH of this Tariff. In the event that such classification and/or assignment is being challenged through the Dispute Resolution

Process under Attachment HH of the Tariff, the obligation of the designated Transmission Owner to construct such facilities is not waived.

VIII.B. COMPETITIVE DEVELOPER QUALIFICATION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with certifying entities as Qualified Transmission Developers, whether they are existing Members or non-incumbent transmission developers.

VIII.B.1. Qualified Transmission Developers:

Only Qualified Transmission Developers may submit Proposals in response to a Request for Proposals posted by the Transmission Provider for a Competitive Transmission Project. The Transmission Provider will maintain a list of Qualified Transmission Developers on its website that will be updated within thirty (30) Calendar Days of the conclusion of the Competitive Developer Qualification Process.

VIII.B.2. Prequalification Process:

The Transmission Provider will open a prequalification window each quarter of the calendar year for entities that are not currently listed as Qualified Transmission Developers, including existing Members, Non-incumbent Developers, and Non-owner Members, by posting on its website a Transmission Developer Application template and invitation to submit a Transmission Developer Application. To become a Qualified Transmission Developer, each Transmission Developer Applicant must submit a Transmission Developer Application using the template(s) posted with the invitation and further described in the applicable Business Practices Manuals, by the deadline specified

in the invitation, but no less than thirty (30) Calendar Days from the date the invitation was posted. The Transmission Developer Applicant shall submit its completed Transmission Developer Application by the day specified as the deadline in accordance with the requirements in the applicable Business Practices Manual. The Transmission Developer Applicant shall also submit a non-refundable transmission developer application fee, as further described in the applicable Business Practices Manuals, in the amount of $20,000.00 by 5:00 PM EPT on the day specified as the Transmission Developer Application deadline to cover the cost of processing, reviewing, and determining whether the Transmission Developer Applicant does or does not satisfy all the qualification requirements required by Sections VIII.B.4(a) – (g) and VIII.B.4.1 – VIII.B4.4 of this Attachment FF to be certified as a Qualified Transmission Developer. A Transmission Developer Applicant may rely on the resources, capabilities, or competencies of an Affiliate to satisfy the qualification requirements contained in Sections VIII.B.4.1 – VIII.B.4.4 provided that the Transmission Developer Applicant: (a) clearly identifies in the Transmission Developer Application which prequalification requirements the Transmission Developer Applicant will rely on its Affiliate to satisfy; (b) clearly identifies the resources, capabilities, and/or competencies of the Affiliate the Transmission Developer Applicant intends to rely on to satisfy each prequalification requirement; and (c) includes with its Transmission Developer Application submission a Statement of Support executed by the Affiliate on which the Transmission Developer Applicant will rely for such support.

VIII.B.2.1. Completed Transmission Developer Applications:

To the extent the Transmission Provider finds the Transmission Developer Application deficient of information or data required by the Transmission Developer Application template(s), the Transmission Provider will notify the Transmission Developer Applicant of the deficiencies electronically within thirty (30) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application. The Transmission Developer Applicant shall have thirty (30) Calendar Days from the date the Transmission Provider's deficiency notification was sent to submit the additional data required to the Transmission Provider. No additional Transmission Developer Application cure period will be allowed for the purposes of gaining Qualified Transmission Developer status.

VIII.B.2.2. Transmission Developer Application Review:

The Transmission Provider will review each Transmission Developer Application that has been cured of any identified deficiencies and will notify each Transmission Developer Applicant of the Transmission Provider's decision to certify or not certify the Transmission Developer Applicant as a Qualified Transmission Developer within one-hundred eighty (180) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application.

The Transmission Provider will certify those Transmission

Developer Applicants that meet the qualification requirements specified in Sections VIII.B.2 and VIII.B.4 of this Attachment FF and the applicable Business Practices Manuals. If the Transmission Provider does not certify a Transmission Developer Applicant, it will provide the Transmission Developer Applicant with a written explanation detailing its determination within thirty (30) Calendar Days after notification.

The Competitive Transmission Executive Committee shall have the exclusive and final authority to approve or reject Transmission Developer Applications and certify Transmission Developer Applicants as Qualified Transmission Developers.

VIII.B.3. Biennial Recertification Process:

Each Qualified Transmission Developer that intends to remain qualified must recertify its Qualified Transmission Developer status every second calendar year as determined by the recertification cycle posted by the Transmission Provider. The Transmission Provider will assign each Qualified Transmission Developer to a recertification cycle after the Qualified Transmission Developer's initial application is approved. Before July 15 of the year immediately preceding the year in which a QTD is due for recertification, the Transmission Provider will send a notification to each Qualified Transmission Developer that is required to recertify its status in accordance with Section VIII.B.3.1 of this Attachment FF.

VIII.B.3.1. Recertification Submission Requirements:

Each Qualified Transmission Developer that is sent a recertification

notification shall submit, within thirty (30) Calendar Days after the recertification notification is sent, a recertification statement in a form to be provided by the Transmission Provider, executed by an authorized representative of the Qualified Transmission Developer. There will be no fee for the first recertification, but for each recertification thereafter, the Qualified Transmission Developer shall also submit a non-refundable transmission developer recertification fee in the amount of $2,000 as further described in the applicable Business Practices Manuals, by 5:00 PM EPT on the day specified as the Qualified Transmission Developer recertification deadline. The recertification statement shall confirm, to the best of the Qualified Transmission Developer's knowledge, that the Qualified Transmission Developer continues to meet the requirements for initial qualification as set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF. The recertification statement shall also contain a completed checklist indicating whether the Qualified Transmission Developer, or any parent or affiliate whose resources are relied upon for recertification, have experienced certain changes since the date the Qualified Transmission Developer last submitted a Transmission Developer Application or recertification statement. The specific changes shall be identified in the recertification notice and may include, but are not limited to: (1) merger, reorganization, or a change in the identity of any parent or affiliate providing support; (2) changes to the Qualified Transmission Developer's legal name, state of domicile, or MISO membership status; (3) bankruptcies, liquidations,

receiverships or general assignments; (4) any new legal or regulatory violations that would be required to be reported in a Transmission Developer Application pursuant to Section VIII.B.4.3 of this Attachment FF; and (5) any specific changes that the Transmission Provider identifies as necessary to evaluate a Qualified Transmission Developer's continued qualifications.

A properly completed and executed recertification statement stating that the Qualified Transmission Developer and, if applicable, its supporting parent or affiliate, has not experienced any of the changes listed by the Transmission Provider in the recertification statement form shall be deemed a completed recertification application.

If a Qualified Transmission Developer identifies in its recertification statement that any of the changes specified in the recertification statement form accompanying the recertification notice have occurred, initial disclosure shall not create any presumption of disqualification. Upon receipt of an executed recertification statement indicating that a listed change has occurred, the Transmission Provider shall provide the Qualified Transmission Developer with further instructions for submitting information and explanations to enable the Transmission Provider to evaluate the effect of the identified changes on the Qualified Transmission Developer's continued qualifications. Such further instructions shall be tailored to the disclosed change and shall be due no later than thirty (30) Calendar Days after the date that the additional information request was sent to the Qualified Transmission Developer.

Should a Qualified Transmission Developer fail to submit a properly completed recertification statement or any information in response to the Transmission Provider's request for further information within the applicable submission periods specified in this Section VIII.B.3.1 of this Attachment FF, the Transmission Provider shall notify the Qualified Transmission Developer electronically within five (5) Business Days of the deadline specified in the renewal notification or request for further information of any deficiencies that the Transmission Provider has identified. The Qualified Transmission Developer will have five (5) Business Days from the date of notification of deficiency to cure the identified deficiencies by submitting the required information. Should a Qualified Transmission Developer fail to cure the identified deficiency during this five (5) Business Day period, the Transmission Provider will deem that the Qualified Transmission Developer has requested to voluntarily terminate its certification as a Qualified Transmission Developer in accordance with Section VIII.B.5 of this Attachment FF.

VIII.B.3.2. Review of Recertification Submissions.

The Transmission Provider shall review each Qualified Transmission Developer's recertification submission, any supporting information and explanations, and the annual financial information submitted pursuant to Section VIII.B.8 of this Attachment FF. The Transmission Provider shall determine whether the information included in the submission warrants recertification or termination of a Qualified

Transmission Developer's status under the standards established in Section VIII.B.1 through VIII.B.4.4 of this Attachment FF. The Transmission Provider will notify each Qualified Transmission Developer as to whether or not such entity has been recertified, within one-hundred eighty (180) Calendar Days of the date the Transmission Provider sent the recertification notification.

In the event that the Competitive Transmission Executive Committee terminates or determines not to recertify a Qualified Transmission Developer, the Transmission Provider shall provide that entity with a written explanation detailing its determination within thirty (30) Calendar Days of such notification. If the Transmission Provider either terminates or does not recertify a Qualified Transmission Developer, such entity may seek re-qualification during any subsequent qualification process as described in Section VIII.B.2 of this Attachment FF. The Competitive Transmission Executive Committee shall have the exclusive and final authority to recertify or terminate a Qualified Transmission Developer's Qualified Transmission Developer status.

VIII.B.4. Requirements for Qualified Transmission Developer Status:

To be certified as a Qualified Transmission Developer, the requirements set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF must be satisfied. A Transmission Developer Applicant may elect to satisfy one or more of these requirements by referencing and/or utilizing the qualifications, capabilities,

and/or competencies of one or more Affiliates instead of, or in addition to, those of the Transmission Developer Applicant. Should a Transmission Developer Applicant elect to reference and/or utilize the qualifications, capabilities, and/or competencies of one or more Affiliates, the Transmission Developer Applicant must: (a) clearly identify in the Transmission Developer Application each Tariff requirement that the Transmission Developer Applicant intends to rely on an Affiliate to satisfy; and (b) include in the Transmission Developer Application an executed Statement of Support for each such Affiliate that acknowledges that the Transmission Developer Applicant is relying on the specified qualifications, capabilities, and/or competencies of the Affiliate. A Transmission Developer Applicant may elect to satisfy one or more of the requirements of VIII.B.4.3(a) and VIII.B.4.3(b) of this Attachment FF by submitting documentation pertaining to an Affiliate provided that the Transmission Developer Applicant also submits such documentation pertaining to itself, included an executed Statement of Support in the Transmission Developer Application for each such Affiliate, and has clearly identified which information and documentation pertains to the Affiliate and which information and documentation pertains to itself.

The general requirements applicable to Qualified Transmission Developers include the following:

(a) The Transmission Developer Applicant shall be a Transmission Owner or a Non-owner Member in good standing at the time the Transmission Developer Application is acted on by the Transmission Provider and shall maintain such status.

(b) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to execute the ISO Agreement should it be designated as a Selected Developer and to list any Competitive Transmission Facilities for which it is designated a Selected Developer, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation); or (ii) state that it is already a signatory to the ISO Agreement and submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that it will list any Competitive Transmission Facilities for which it is designated as a Selected Developer for, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement. The execution of the ISO Agreement must take place after the Competitive Transmission Facilities have been constructed but prior to their energization and the addition of the Competitive Transmission Facilities to Appendix H of the ISO Agreement must take place after the Competitive Transmission Facilities have been energized;

(c) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to comply with all Applicable Laws and Regulations, codes, and standards governing the engineering, design,

construction, operation, and maintenance of transmission facilities including, but not limited to, federal laws; applicable state and local laws; applicable state and local building codes; federal regulatory requirements; applicable state and local regulatory requirements; applicable state and local licensing authorities; the National Electric Safety Code; the National Electric Code; Applicable Reliability Standards; and Good Utility Practice should the Transmission Developer Applicant be designated as a Selected Developer for one or more Competitive Transmission Facilities;

(d) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to register with NERC in accordance with NERC's registration guidelines as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC, for all Competitive Transmission Facilities that the Transmission Developer Applicant, if designated as the Selected Developer, will own; or (ii) demonstrate that the Transmission Developer Applicant is already registered with NERC, in accordance with NERC's registration guidelines, as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC;

(e) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission

Developer Applicant, that if designated as the Selected Developer, the Transmission Developer Applicant shall either: (i) contract with the interconnecting Local Balancing Authority(s) to include the Competitive Transmission Facilities within the boundaries of the interconnecting LBA and demonstrate to the satisfaction of the Transmission Provider and per agreement by the interconnecting LBA that applicable LBA-related tasks associated with the proposed Competitive Transmission Facilities that may be delegated to an LBA by the Balancing Authority Agreement will be carried out either by the LBA or the Transmission Developer Applicant if designated as a Selected Developer; or ii) execute the Balancing Authority Agreement, register with NERC as a Balancing Authority (BA), and be designated as the Local Balancing Authority for any proposed Competitive Transmission Facilities, unless the Transmission Developer Applicant is already registered with NERC as a BA and designated as an LBA for one or more of the existing transmission facilities that may interconnect directly with any Competitive Transmission Facilities associated with the Competitive Transmission Project(s) that the Transmission Developer may be awarded;

(f) The Transmission Developer Applicant shall make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if designated as a Selected Developer, it shall comply with the FERC Form 715 Part 4 TRPC, Transmission Planning Criteria and

Guidelines on file with FERC and established by each incumbent Transmission Owner whose existing transmission facilities will interconnect directly with the Competitive Transmission Facilities; and

(g) The Transmission Developer Applicant must make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if it is designated as a Selected Developer, it shall comply with current requirements and standards regarding the interconnection of transmission facilities published by each Transmission Owner or non-Member to which Competitive Transmission Facilities will interconnect including, but not limited to, those standards and requirements required for compliance with the applicable NERC Facilities Design, Connections, and Maintenance ("FAC") Reliability Standards.

VIII.B.4.1. Project Implementation Requirements:

Each Transmission Developer Applicant shall submit documentation to demonstrate to the Transmission Provider that the Transmission Developer Applicant has or can obtain sufficient capabilities and competencies to satisfy the following project implementation requirements for Competitive Transmission Projects:

(a) Project management;

(b) Routing and siting studies including public outreach;

(c) Preliminary and detailed engineering and surveying;

(d) Material and equipment procurement;

(e) Construction; and

(f) Commissioning.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform project implementation tasks if chosen as the Selected Developer for a Competitive Transmission Project. First, the Transmission Developer Applicant may provide evidence that it currently develops transmission projects by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and the infrastructure and resources it has in place to perform the project implementation activities to develop such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific project implementation tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of project management, engineering, material, and construction standards and practices to be followed for specific types of facilities; (vi) route and site studies (including public outreach); and (vii) procuring adequate capital to develop transmission projects.

In the event that a Transmission Developer intends to demonstrate its project implementation qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit either as part of its business implementation plan or in separate documentation an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to satisfy the foregoing project implementation requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.2 Operations, maintenance, repair, and replacement requirements:

Each Transmission Developer Applicant shall submit documentation that demonstrates to the Transmission Provider that the Transmission Developer Applicant possesses or can obtain sufficient capabilities and competencies to adequately perform the following operations, maintenance, testing, inspection, repair, and replacement tasks for any Competitive Transmission Facilities associated with a Competitive Transmission Project once such facilities are in service and part of the Transmission System:

(a) Forced outage response for transmission line circuits;

(b) Forced outage response for substations;

(c) Switching for transmission line circuits;

(d) Switching for substations;

(e) Transmission line emergency repair;

(f) Substation emergency repair and testing;

(g) Transmission line preventative and/or predictive maintenance, including vegetation management;

(h) Substation preventative and/or predictive maintenance including equipment testing;

(i) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, as applicable, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(j) Real-time operations monitoring and control capabilities;

(k) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(l) Once a Transmission Developer, the Transmission Provider may require additional demonstration of qualifications to operate, maintain, restore, test, inspect, and replace specific Competitive Transmission Facilities associated with specific Competitive Transmission Projects for a specific Request for Proposals.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform operations and maintenance services if chosen as the Selected Developer for a Competitive Transmission Project. First, Transmission Developer Applicant may provide evidence that it currently owns and/or operates and maintains electric transmission facilities by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and/or

operates and maintains and the infrastructure and resources it has in place to perform the operations and maintenance activities for such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, spare materials and equipment, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific operations and maintenance tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of maintenance standards and practices to be followed for specific types of facilities; (vi) developing standards governing where personnel, equipment, and spare parts/equipment will be maintained with respect to potential future facilities (e.g., maximum distance between facility and local office, etc.); (vii) emergency response times; and (viii) maintaining adequate capital procurement capabilities to rebuild facilities following major catastrophic outages (including property insurance and risk mitigation strategies).

In the event that a Transmission Developer Applicant intends to demonstrate its operations and maintenance, repair and replacement qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit, either as part of its

business implementation plan or in separate documentation, an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to implement the foregoing project operation, maintenance, repair, and replacement requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Qualified Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.3. Legal Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant, if designated a Selected Developer, to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A summary of legal and/or regulatory violations during the past five (5) years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business, by the Transmission Developer Applicant found by federal or state courts, federal regulatory agencies, state public utility commissions, other regulatory agencies, or attorneys general. This includes, but is not limited to, the Federal Energy Regulatory Commission, North American Electric Reliability Corporation Reliability Standards, Securities Exchange Commission ("SEC") regulations, U.S. Commodity Futures Trading Commission ("CFTC") regulations, and other applicable requirements. Notwithstanding the foregoing,

the Transmission Developer Applicant does not need to provide any information regarding violations of the Applicable Reliability Standards that were resolved as a compliance exception as defined by the NERC rules of procedure.

(b) A summary of any and all instances in which the Transmission Developer Applicant is currently under investigation or is a defendant in a proceeding involving an attorney general or any state or federal regulatory agency, for violation of any laws, including regulatory requirements, during the past five years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business. The Transmission Developer Applicant shall include an affidavit signed by an authorized officer of the Transmission Developer Applicant's company stating that the information in the submission is true and accurate and that the Transmission Developer Applicant will comply with all applicable requirements in this Tariff, the Business Practices Manuals, or other applicable Transmission Provider documents or agreements.

VIII.B.4.4 Financial Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A proposed financial plan demonstrating adequate capital resources (e.g., current assets, revolving lines, commercial paper, letter of credit, stock or bond issuance or other sources of liquidity) are available to the Transmission Developer Applicant to allow for Competitive Transmission Projects to be implemented on schedule and associated Competitive Transmission Facilities to be operated and maintained appropriately after the facilities are in service.

(b) The credit rating(s) for the Transmission Developer Applicant from Moody's Investor Services, Inc., Standard and Poor's Rating Group and/or other Nationally Recognized Statistical Rating Organization ("NRSRO") as recognized by the Securities and Exchange Commission ("SEC"). In the event the Transmission Developer Applicant is rated by more than one NRSRO, then the lowest rating will be the benchmark for consideration of demonstrating and maintaining an investment grade credit rating. For

example, an investment grade rating is considered to be a rating of Baa3 or above from Moody's Investor Services, Inc. or BBB- or above from Standard and Poor's Rating Group (equivalent ratings will be used for other rating agencies). The focus of the review will be on the entity's unsecured, senior long-term debt ratings (not supported by third-party enhancements). If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings.

In the event the Transmission Developer Applicant does not have an investment grade rating, the Transmission Provider will consider the other information the Transmission Developer Applicant has submitted to evaluate its financial capability to construct the transmission facility in a timely manner, and to maintain and operate it reliably for the long term.

(c) General financial information, including two (2) years of audited financial statements with notes to the financials and a signed commitment by an authorized representative of the Transmission Developer Applicant that it is not aware of any material events or circumstances that would likely result in a material adverse weakness in financial strength throughout project implementation of future Competitive Transmission Projects that it might be awarded after it is certified as a Transmission Developer. In the event the Transmission Developer Applicant does not have two (2) years of audited financial statements and has not submitted two (2) years of audited financial statements from an Affiliate providing an executed

Statement of Support, the Transmission Developer Applicant must submit an audited balance sheet dated within the last ninety (90) days. It must also submit *pro forma* financials for the next fiscal year which include an income statement, balance sheet, and statement of cash flows.

(d) A summary of any history of bankruptcy, dissolution, merger, or acquisition of the Transmission Developer Applicant, or any predecessors in interest for the current calendar year and the five (5) calendar years immediately preceding its submission of the Transmission Developer Application. This information must also be submitted for any Affiliate providing a Statement of Support to satisfy any of the requirements in Section VIII.B.4.4 of this Attachment FF.

VIII.B.5. Voluntary Termination of Qualified Transmission Developer Status:

A Qualified Transmission Developer that desires to voluntarily terminate its' status as a Qualified Transmission Developer, may do so at any time by notifying the Transmission Provider. Upon such notification, the Transmission Provider will update the Qualified Transmission Developer list within thirty (30) Calendar Days of the notification. Failure of a Qualified Transmission Developer to timely submit a recertification statement pursuant to Section VIII.B.3.1 of this Attachment FF of the Tariff shall be deemed a voluntary termination under this Section VIII.B.5 of this Attachment FF. A terminated Qualified Transmission Developer may become a Qualified Transmission Developer again by following the process outlined in Section VIII.B.2 of this Attachment FF of the Tariff for Transmission Developer Applicants

seeking Qualified Transmission Developer status in a subsequent qualification process.

VIII.B.6. Confidential Treatment of Competitive Developer Qualification Information:

All information submitted with Transmission Developer Applications and recertification submittals will be considered Confidential Information, except for the name of the organization to be posted on the Qualified Transmission Developer list, and will not be publicly posted or shared with any individual except for employees of the Transmission Provider and/or contractors of the Transmission Provider that have executed appropriate non-disclosure agreement(s).

VIII.B.7. Alternative Dispute Resolution:

Any Transmission Developer Applicant who is not approved as a Qualified Transmission Developer by the Transmission Provider may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the Transmission Provider's written explanation detailing its determination to deny the Transmission Developer Application. Any entity that is not recertified as a Qualified Transmission Developer by MISO, or a Qualified Transmission Developer whose Qualified Transmission Developer status is terminated, may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the MISO's written explanation detailing its determination to not recertify or to terminate the entity's Qualified Transmission Developer status.

VIII.B.8. Ongoing Responsibilities of Qualified Transmission Developers:

Each Qualified Transmission Developer has an ongoing duty to provide the

Transmission Provider with notification as soon as reasonably practical should any of the changes specified in Section VIII.B.3.1 of this Attachment FF occur and a copy or link to their audited financial statements annually, within thirty (30) Calendar Days of such statements being prepared. The Competitive Transmission Executive Committee shall have the exclusive and final authority to make determinations regarding the continued qualifications of Qualified Transmission Developers based upon the information received in accordance with this Section VIII.B.8.

VIII.C. REQUEST FOR PROPOSALS

Should Appendix A of a Transmission Provider Board approved MTEP contain Eligible Projects, the Transmission Provider will review each such Eligible Project to determine whether or not it contains any Competitive Transmission Facilities. The Transmission Provider will release a Request for Proposals (RFP) for each Competitive Transmission Project pursuant to Section VIII.C of this Attachment FF and the applicable Business Practices Manuals. If Appendix A of a Transmission Provider Board approved MTEP contains only one (1) Competitive Transmission Project, the Transmission Provider will release an RFP within sixty (60) Calendar Days of the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If Appendix A of a Transmission Provider Board approved MTEP contains multiple Competitive Transmission Projects, the Transmission Provider shall have the option to stagger the release of each RFP associated with the multiple Competitive Transmission Projects.

If the Transmission Provider elects to stagger the release of RFPs, the Transmission Provider shall take the following actions following the date that the Transmission Provider

Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP: (1) Within ten (10) Business Days publicly post on its website a statement indicating that the Transmission Provider will stagger the RFP release dates; (2) Within thirty (30) Calendar Days post a schedule listing the planned release dates for each RFP, with the first RFP being released within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board. In determining the schedule of RFP releases when staggering is used, the Transmission Provider will consider the timing impacts of the Competitive Developer Selection Process with respect to the in-service dates of the Competitive Transmission Projects. In all events, the schedule of RFP releases developed by the Transmission Provider shall provide that all RFPs are released not later than three hundred and sixty five (365) Calendar Days after the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If the Transmission Provider elects not to stagger the release of RFPs, the Transmission Provider shall release each RFP within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board.

VIII.C.1. Minimum Contents of a RFP:

Each RFP shall include, at a minimum, a listing of each Competitive Transmission Facility contained within the Competitive Transmission Project, the Proposal Submission Deadline, the applicable items specified in Sections VIII.C.1.1 and VIII.C.1.2 of this Attachment FF to the Tariff, any applicable items specified in the Transmission Provider's Business Practices Manuals, and a list of the current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) and established by any transmission owner(s) that are not a Member who have chosen to provide interconnection standards and

requirements to the Transmission Provider, to which the Competitive Transmission Project will interconnect. The Transmission Provider reserves the right to specify any additional information in a RFP including, but not limited to, any additional information for specific Competitive Transmission Line Facilities and/or Competitive Substation Facilities. The Transmission Provider shall include in each RFP a list of any aspects, or elements of the Competitive Transmission Project that the Transmission Provider anticipates at the time of posting to be particularly important for the success of the Competitive Transmission Project. This information shall be provided for informational purposes only and shall not alter the criteria and/or weightings applicable to evaluation of the Proposals pursuant to Sections VIII.E through VIII.E.3 of this Attachment FF.

If and to the extent a RFP contains any Critical Energy Infrastructure Information (CEII), the Transmission Provider will redact such CEII for public posting and create a non-public RFP containing the CEII which will be available to entities and individuals that have executed the appropriate CEII and non-disclosure agreements required by the Transmission Provider. Information on how to request the non-public RFP will be provided in the publicly posted RFP. Pursuant to Section VIII.A.1 of this Attachment FF, only Competitive Transmission Facilities eligible under state law will be included in the Competitive Transmission Project where (i) all other Competitive Transmission Facilities and (ii) upgrades as described in Section VIII.A.2 of this Attachment FF will be assigned to the applicable incumbent Transmission Owner in accordance with the ISO Agreement.

VIII.C.1.1 RFP Requirements for Competitive Transmission Line Facilities:

Each RFP that includes one or more Competitive Transmission Line

Facilities will specify, at a minimum, the following items for each Competitive Transmission Line Facility:

(a) Expected in-service date;

(b) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, three-phase AC, bipolar DC, etc.) for each transmission circuit;

(c) Terminating substations and buses for each transmission circuit;

(d) Minimum required normal and emergency load ratings for both summer and winter seasons for each transmission circuit; and

(e) Maximum allowable positive sequence impedance for each transmission circuit when determined applicable by planning studies performed by the Transmission Provider.

VIII.C.1.2 RFP Requirements for Competitive Substation Facilities:

Each RFP that includes one or more Competitive Substation Facilities will specify, at a minimum, the following information for each Competitive Substation Facility:

(a) Expected in-service date;

(b) List of all transmission buses within the Competitive Substation Facility, including nominal operating voltage level in kV and voltage characteristics;

(c) List of all major equipment and facilities within the Competitive Substation Facility and associated terminating buses including

power transformers, voltage regulators, phase angle regulators, series reactors, series capacitors, shunt reactors, shunt capacitors, static VAR compensators, DC converters, transmission line circuit terminals, generator terminals, and loads;

(d) Limitations on and/or requirements for bus configurations when determined applicable by planning studies performed by the Transmission Provider including required load ratings of circuit breakers, disconnects, bus sections and other load carrying equipment under alternative bus configurations;

(e) Required load ratings for all load carrying equipment and facilities identified in item (c) above;

(f) Winding connection and tap requirements for power transformers, voltage regulators, phase angle regulators and load tap changers when determined necessary by planning studies performed by the Transmission Provider;

(g) Impedance requirements for power transformers, phase angle regulators, series reactors and series capacitors when determined necessary by planning studies performed by the Transmission Provider; and

(h) Limitations on and/or requirements for protection systems when determined applicable by a planning driver or Applicable Reliability Standard or in order to ensure a compatible

interconnection with existing protection systems associated with existing transmission facilities to which the Competitive Transmission Facilities will interconnect.

VIII.D. PROPOSALS

Proposals may be submitted only in response to an RFP issued by the Transmission Provider and only by entities that are certified as a Qualified Transmission Developer at the time such Proposal is submitted. Once submitted and unless withdrawn pursuant to Section VIII.D.8 of this Attachment FF, Proposals shall be held open as offers capable of acceptance by the Transmission Provider until such time as the Transmission Provider announces the identity of the Selected Developer and designates an Alternate Selected Developer pursuant to Sections VIII.E.2 and VIII.H of this Attachment FF.

VIII.D.1. Proposal Submission Deadline:

Proposals shall be submitted to the Transmission Provider no later than 5:00 PM EPT on the Proposal Submission Deadline. The Proposal Submission Deadline will be the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the Transmission Provider issued the RFP, unless the one hundred and sixty-five (165) day maximum duration causes the Proposal Submission Deadline to fall on a Saturday, Sunday, or holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a holiday.

VIII.D.2. Proposal Deposit:

An RFP Respondent must submit an initial deposit, in an amount not to exceed $150,000.00 (in August 2023 dollars), to the Transmission Provider. The Transmission

Provider shall calculate the maximum amount of the deposit by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from August 2023, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100. The RFP shall state the amount of each deposit, the date(s) by which such deposit must be received, and any applicable submission requirements. In no event shall an RFP specify a deadline for submitting Proposal deposits that is more than thirty (30) Calendar Days prior to the Proposal Submission Deadline. Only one (1) proposal deposit is required for each Proposal, regardless of the number of RFP Respondents and Proposal Participants involved with the Proposal. In the event that an RFP Responder submits an initial deposit for a Proposal before the Proposal Submission Deadline specified in an RFP but does not submit the corresponding Proposal for such RFP by the Proposal Submission Deadline, the Transmission Provider shall refund the full amount of such deposit within thirty (30) Calendar Days after the Proposal Submission Deadline. Each deposit submitted to the Transmission Provider will be held in an interest-bearing account.

VIII.D.3. RFP Administration and Proposal Evaluation Expenses:

RFP Respondents shall, on a *pro rata* basis, be responsible for paying the actual costs incurred by the Transmission Provider, including the costs of the expert consultant(s) engaged to assist the Transmission Provider, in administering the Competitive Developer Selection Process for the specific RFP that the RFP Respondent(s) responded to through its Proposal submission. The Transmission Provider

will track all costs, including the Transmission Provider's time and the costs of the expert consultant(s), in administering the Competitive Developer Selection Process for each specific RFP.

The Transmission Provider shall evaluate all Proposals submitted in response to a specific RFP together and apply each of their respective proposal deposits equally to the cost of administering the Competitive Developer Selection Process for that specific RFP, except for Proposals that were found to be deficient by the Transmission Provider and were refunded 90% of the proposal deposit under Section VIII.D.10 of Attachment FF of the Tariff. Any shortfall will be billed by the Transmission Provider on a *pro rata* basis to each Proposal submitted in response to the RFP. Each respective RFP Respondent(s) is responsible for paying the *pro rata* share allocated to its Proposal(s) within thirty (30) Calendar Days of receiving notice of such shortfall. If a RFP Respondent fails to pay the expenses allocated to any of the Proposals it submitted within sixty (60) Calendar Days of the monthly invoice remittance date, those Proposals shall be disqualified from further consideration and evaluation by the Transmission Provider. Furthermore, the RFP Respondent may lose its Qualified Transmission Developer designation at the sole discretion of the Transmission Provider as they are no longer in good standing with the Transmission Provider pursuant to Section VIII.B.4.a of Attachment FF of the Tariff.

Any funds remaining after the Transmission Provider has completed the Competitive Developer Selection Process, including the issuance of refunds to Proposals that were withdrawn pursuant to Section VIII.D.8 of Attachment FF of the Tariff or deemed deficient pursuant to Section VIII.D.10 of Attachment FF of the Tariff, will be

refunded by the Transmission Provider on a *pro rata* basis to each Proposal within seventy-five (75) Calendar Days following the designation of the Selected Proposal, including any interest actually earned on such deposits.

VIII.D.4. Proposal Submission Format:

Proposals shall be submitted to the Transmission Provider prior to the Proposal Submission Deadline. Proposals shall be submitted to the Transmission Provider in accordance with the requirements specified in the RFP and Business Practices Manuals (e.g. the location, format, number of copies, use of submission templates, etc.). Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The Transmission Provider may provide template(s) for Proposal submissions and, if provided, RFP Respondents shall utilize the template(s) in submitting their Proposals. Any questions or inquiries regarding an issued RFP from the date the RFP was issued through the date that the selection report for the Competitive Transmission Project is publicly posted shall be solely directed to the Transmission Provider through the contacts listed in the RFP and not to the interconnecting incumbent Member(s).

VIII.D.4.1. Single-Developer Proposal:

A Single-Developer Proposal is a Proposal submitted by a single RFP Respondent that would become the sole Selected Developer for the Competitive Transmission Project, should its Single-Developer Proposal be designated as the Selected Proposal by the Transmission Provider.

VIII.D.4.2. Joint-Developer Proposal:

A Joint-Developer Proposal is a Proposal submitted jointly by two or more RFP Respondents that would each be designated as Selected Developers for the Competitive Transmission Project, should the Joint-Developer Proposal be designated as the Selected Proposal by the Transmission Provider. The Joint-Developer Proposal shall only be submitted once to the Transmission Provider by one of the RFP Respondents. Each RFP Respondent of a Joint-Developer Proposal shall either: (i) acknowledge and agree to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.4.3. Proposal Participants:

RFP Respondents may convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s) at any time, provided however that (i) the RFP Respondent(s) identified and disclosed in its Proposal the Proposal Participants to which an interest will be conveyed; (ii) RFP

Respondent(s) convey such an interest on substantially the same terms as disclosed in the Proposal; (iii) the Aggregate ATRR for the Competitive Transmission Project shall not exceed the Aggregate ATRR contained in the Proposal; (iv) each RFP Respondent and each Proposal Participant to which an interest will be conveyed has each provided a written agreement committing to any applicable cost-containment measures contained in the Proposal; (v) each RFP Respondent and each identified Proposal Participant has each executed the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized; and (vi) each RFP Respondent and each identified Proposal Participant has listed the Competitive Transmission Facilities for which it owns or has been conveyed an ownership interest in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation). If a Proposal identifies one or more Proposal Participants, the RFP Respondent(s) that convey such an interest shall acknowledge and agree to be responsible for all aspects of the Competitive Transmission Project, notwithstanding any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s). Except as provided in Section VIII.D.5 of Attachment FF of the Tariff, the Transmission Provider shall only evaluate the capabilities and resources of the RFP Respondent(s) when evaluating a Proposal.

VIII.D.5. Proposal Content Requirements:

Each Proposal shall include all data and information required by the RFP, applicable Business Practices Manuals, and Tariff including, but not limited to, the items specified below in Section VIII.D.5 of Attachment FF of the Tariff. RFP Respondents may include additional data and information in the Proposal if they believe it is relevant and useful to the evaluation of their Proposal. If and to the extent RFP Respondents are utilizing any resources, capabilities, or competencies from an Affiliate, those resources, capabilities, or competencies shall be clearly identified in the Proposal and the RFP Respondent shall submit an "Acknowledgement of Support" signed by an authorized agent of the Affiliate expected to provide such support and the RFP Respondent. An "Acknowledgement of Support" may also be provided, but is not required, from any other entity on which RFP Respondent(s) intends to rely for such support.

VIII.D.5.1. General Proposal Information:

VIII.D.5.1.1. Identification of RFP Respondents:

Each Proposal shall clearly identify each RFP Respondent involved in the Proposal and identify a primary and secondary point of contact for the Proposal that will represent the RFP Respondent(s) in any communications and actions with the Transmission Provider.

Each Joint-Developer Proposal shall clearly and specifically identify each RFP Respondent's respective roles and responsibilities (including the respective percentage of responsibility) to finance, construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Project in such a

manner that one hundred percent (100%) of the responsibilities are identified and disclosed in the Proposal. Any agreements between or among the RFP Respondents governing the division of roles and responsibilities shall also be submitted with the Proposal

Furthermore, each RFP Respondent involved in a Joint-Developer Proposal shall include either: (i) an agreement to be jointly and severally liable for all aspects of the Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.5.1.2. Identification of Proposal Participants:

Each Proposal shall clearly identify whether the RFP Respondent(s) plan to convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s). If a RFP Respondent contemplates any conveyance of interest of the Competitive Transmission Project to one or more Proposal Participant(s), it shall clearly and specifically (i) identify each Proposal Participant in the Proposal; (ii) identify the type and amount of any conveyed

interest in the Proposal; (iii) provide any agreements between or among the RFP Respondent and the Proposal Participants regarding the conveyed interest in the Competitive Transmission Project; (iv) disclose the expected timing of any such transfer of ownership or interest; (v) provide a written agreement from the RFP Respondent and each Proposal Participant to execute the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized, should the Transmission Provider designate the proposal as the Selected Proposal; and (vi) the RFP Respondent's written agreement to be responsible for all aspects of the Competitive Transmission Project notwithstanding, any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s).

VIII.D.5.2. Project Implementation Schedule:

Each Proposal shall contain a detailed project implementation schedule, driven by the required in-service date, for each Competitive Transmission Facility contained in the Competitive Transmission Project which shall include proposed schedules for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning/energization for all Competitive Transmission Facilities.

VIII.D.5.3. Project Cost Estimate:

Each Proposal shall contain a detailed project cost-estimate, based upon the

reasonably descriptive facility design submitted in the Proposal, for each Competitive Transmission Facility in the Competitive Transmission Project. The cost-estimates developed by the Transmission Provider during the transmission planning process and utilized for project approval should be considered by RFP Respondents for informational purposes only and are not guaranteed to be accurate or complete in all respects. RFP Respondents shall create and rely on their own cost calculations when submitting Proposals. To the extent that any RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, has not committed to forego recovery of such costs, the project cost estimate shall include:

(i) all costs to develop the Proposal, including any costs of participating in the planning process and Competitive Developer Selection Process for the Competitive Transmission Project for which recovery may be sought. To the extent that a RFP Respondent submits more than one Proposal for a Competitive Transmission Project, such cost estimate shall state all costs for which recovery may be sought if any of the Proposals submitted by such RFP Respondent for the Competitive Transmission Project is selected as the Selected Proposal; and

(ii) any other pre-commercial expense for which a RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, may seek recovery if the Proposal is selected as the Selected Proposal.

VIII.D.5.4. Estimated Annual Transmission Revenue Requirements:

Each Proposal shall contain separate estimated annual transmission revenue requirements for each RFP Respondent and Proposal Participant involved with the

Proposal beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect Construction Work In Progress ("CWIP") in ratebase or pass-through pre-commercial expenses on a current basis), through the first forty (40) calendar years that the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service, in accordance with Attachment MM of the Tariff for Multi-Value Projects and Attachment GG of the Tariff for Market Efficiency Projects, including the supporting detail on the annual allocation factors for operations and maintenance, general and common depreciation expense, taxes other than income taxes, income taxes, and return used to estimate the annual revenue requirements.

If the Proposal involves more than one RFP Respondent or any Proposal Participants, the Proposal shall also include an estimated Aggregate ATRR beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect CWIP in ratebase or pass-through pre-commercial expenses on a current basis), through for the first forty (40) years the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service representing the combined effect of each RFP Respondents' and Proposal Participants' individual annual transmission revenue requirements.

VIII.D.5.5. Binding Cost-Containment:

Each Proposal shall contain information and details regarding any binding cost-containment measures, including any binding cost caps, that may be offered as part of the Proposal. If any binding cost-containment measures are submitted as part of the

Proposal, each RFP Respondent and Proposal Participant submitting such binding cost-containment measures shall also provide a draft term sheet or agreement that clearly describes in detail the nature of the cost-containment measures being proposed, including all exclusions, exceptions, conditions, enforcement mechanisms, interaction with change orders, and such other information as is specified in the applicable Business Practices Manuals, as part of the Proposal submittal.

VIII.D.5.6. Financial Information:

Each Proposal shall include a detailed financing plan for the Competitive Transmission Project. The financing plan shall conform to the format(s) specified in an RFP and must contain information pertaining to the following elements, if applicable, as further explained in the applicable Business Practices Manuals:

1) A description of capital resources available to fund Competitive Transmission Project implementation costs, which demonstrate that the RFP Respondent(s) can procure capital to fund at least one hundred percent (100%) of expected project implementation costs, including any contingencies projected by the RFP Respondent(s) to show an ability to cover risks associated with foreseeable cost overruns.

   For each funding source the RFP Respondent(s) shall provide a description of how much capital is available, when the funds will be obtained, and what conditions must to be met to secure the funds. At a minimum, the RFP Respondent(s) shall identify each funding source by type with a brief description and state the costs for each funding sources. If the cost of funds information is

not known at the time the RFP Response is submitted, the RFP Respondent(s) may submit a range or estimate and describe the limitations that prevent this information from being provided.

2) An exhibit or a high-level narrative description of the expected cash flows between the RFP Respondent(s) and the funding sources sufficient to explain the timing, form and volume of cash flows expected between each RFP Respondent and the identified funding sources.

3) An overview schedule of significant expenditures for project implementation sufficient to demonstrate that funds will be available when needed for significant expenditures.

4) A description of immediately available funds, that the RFP Respondent(s) shall have access to in order to address unforeseen contingencies that arise during project implementation.

5) Information describing the RFP Respondent's plan to obtain Project Financial Security within the timeframe required by the Selected Developer Agreement in sufficient detail to demonstrate that the RFP Respondent(s) reasonably expect(s) to be able to satisfy this requirement if selected as the Selected Developer.

6) In the event that a RFP Respondent intends to rely on personnel, material, technical, financial, and/or other resources from an Affiliate in its Proposal, the RFP Respondent shall provide an Acknowledgment of Support executed by such Affiliate, which lists the personnel, material, technical, financial, and/or other resources that the RFP Respondent(s) desire(s) the Transmission Provider to

consider in evaluating the Proposal to demonstrate that such Affiliate is aware of the RFP Respondent's reliance on such Affiliate's resources and will make such resources available if the RFP Respondent's Proposal is selected.

7) The credit ratings, if applicable, of the RFP Respondent and any Affiliate providing financial support pursuant to an Acknowledgment of Support and general financial information including audited financial statements and notes for the RFP Respondent and any parent or Affiliate providing financial support pursuant to an Acknowledgment of Support, as well as *pro forma* financial statements for each calendar year until the RFP Respondent(s) expect(s) to place all project facilities into service.

8) The RFP Respondent's financial strategy to facilitate timely replacements and rebuilds for the life of the project to demonstrate that it reasonably can be relied upon to address catastrophic destruction and normal wear and tear.

VIII.D.5.7. Reasonably Descriptive Design:

Each Proposal shall contain a reasonably descriptive facility design for each Competitive Transmission Facility included in the Competitive Transmission Project. Reasonably descriptive facility designs represent descriptions of the core attributes and features of a design, not the detailed engineering and design calculations and documents.

VIII.D.5.7.1. Design for Competitive Transmission Line Facilities:

For each Competitive Transmission Line Facility, reasonably descriptive facility design proposals must include, if applicable, and as further described by the applicable RFP, the following:

(a) The estimated length of the Competitive Transmission Line Facility in miles and the basis for the estimate;

(b) The proposed conductor type, size, and, if applicable, bundling configuration;

(c) The proposed default or typical structure design attribute(s) (*e.g.*, steel vs. wood vs. aluminum vs. concrete, monopole vs. H-frame vs. lattice, single circuit vs. double circuit, self-supporting vs. guyed, structural calculation assumptions, etc.) to be used for tangent, running angle, in-line dead-end, and angle dead-end structures when feasible and/or for the majority of the Competitive Transmission Line Facilities;

(d) The estimated positive sequence line impedance and pi-equivalent shunt susceptance;

(e) The calculated normal and emergency seasonal thermal loading ratings, including the basis for such calculations;

(f) The proposed type of lightning protection system to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities (*e.g.*, shield wires vs. surge arresters, etc.) and key attributes (*e.g.*, shielding angle, arrester location and type, etc.);

(g) The proposed grounding method to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities

(*e.g.*, ground rods only, counterpoise, etc.) and key attributes (*e.g.*, targeted structure footing grounding resistance, etc.);

(h) The proposed method to address or mitigate adverse impacts of galloping conductors and/or Aeolian vibration, if any (*e.g.*, Stockbridge dampers, special conductors, etc.);

(i) The continuous rating of any load carrying switchgear installed on the Competitive Transmission Line Facilities; and

(j) The assumed communications systems to be used for the Competitive Transmission Line Facilities to facilitate protective relaying (*e.g.*, fiber optic, power line carrier, microwave, etc.).

VIII.D.5.7.2. Design for Competitive Substation Facilities:

For each Competitive Substation Facility, reasonably descriptive facility design proposals shall include, if applicable, and as further described, by the applicable RFP, the following:

(a) A detailed one-line diagram;

(b) The proposed protection systems including protection schemes, any anticipated interaction with existing/other facilities and conceptual protection system design (including backup protection systems, if applicable). Remote system monitoring capability shall be described with major features listed (redundancy, monitored parameters, etc.);

(c) The detailed specifications for proposed power transformers;

(d) A description of other substation equipment items, including load ratings, voltage ratings, fault interrupting ratings, tap data, and impedances as applicable, where other substation equipment includes, but is not limited to, bus sections, circuit breakers, circuit switchers, switches, disconnects, regulating transformers, station service transformers, series and shunt capacitors, series and shunt reactors, static VAR compensators, DC conversion equipment, instrument transformers (metering and relaying), wave traps, and surge arresters;

(e) The proposed line terminal ratings and basis for calculation, including limiting element;

(f) The basis for load rating calculations on any equipment where nameplate continuous ratings are not used; and

(g) A description of the communication system for remote monitoring, control and data acquisition facilities, including monitoring and control points.

VIII.D.5.7.3. Additional reasonably descriptive facility design data:

An RFP may require submission of additional facility design data when deemed necessary by the Transmission Provider. Proposals may also include additional facility data when deemed necessary by RFP Respondents, including but not limited to, optional facility design data listed in the Business Practices Manuals, which may be considered by the Transmission Provider in the

evaluation and selection of Proposals.

VIII.D.5.8. Project Implementation:

Each Proposal shall contain a description of existing and/or planned project implementation capabilities, relative to the applicable locations and jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the applicable RFP:

(a) Project management;

(b) Routing/siting evaluation studies for Competitive Transmission Facilities;

(c) Regulatory permitting;

(d) Right-of-way and land acquisition for Competitive Transmission Facilities;

(e) Engineering and surveying required for Competitive Transmission Facilities;

(f) Material procurement for Competitive Transmission Facilities;

(g) Construction of Competitive Transmission Facilities;

(h) Commissioning/energization of Competitive Transmission Facilities; and

(i) Safety during construction of the Competitive Transmission Facilities.

VIII.D.5.8.1. Additional Project Implementation Capabilities Data:

A RFP may require the submission of additional data, when deemed necessary by the Transmission Provider, related to the policies, processes, methods, capabilities, experience, and past performance the RFP Respondent(s)

Proposals may also include additional information regarding project implementation capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding project implementation, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.9. Operations and Maintenance:

Each Proposal shall contain a description of existing and/or planned operations, maintenance, repair, and replacement capabilities, relative to the locations and applicable jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the RFP:

(a) Forced outage response for transmission line circuits and substations;

(b) Switching for transmission line circuits and substations;

(c) Emergency repair and testing for transmission line circuits and substations;

(d) Preventative and/or predictive maintenance for transmission line circuits and substations, including vegetation management and equipment testing;

(e) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(f) Real-time operations monitoring and control capabilities, if the Competitive Transmission Project contains one or more Competitive Substation Facilities;

(g) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(h) Safety during operations and maintenance of the Competitive Transmission Facilities.

VIII.D.5.9.1. Local Balancing Authority:

Each Proposal shall contain a description regarding the RFP Respondent's plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area.

VIII.D.5.9.2. Other Operations and Maintenance Capabilities Data:

A RFP may require the submission of additional data related to the policies, processes, methods, capabilities, experience, and past performance of the RFP Respondents regarding operations, maintenance, repair, and replacement when deemed necessary by the Transmission Provider.

Proposals may also include additional information regarding operations, maintenance, repair, and replacement capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding operations, maintenance, repair and replacement, which may

be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.10. Participation in the Transmission Planning Process:

While not required, RFP Respondents and Proposal Participants who desire to have such participation considered in the evaluation of their Proposal shall state whether any RFP Respondent or Proposal Participant, or Affiliate of either, was identified by the Transmission Provider eligible to receive planning participation credit for such Competitive Transmission Project for which the Proposal is submitted. Any Proposal stating that an Affiliate of a RFP Respondent or Proposal Participant earned the planning participation credit shall also identify and describe the relationship between the RFP Respondent or Proposal Participant to the Affiliate.

VIII.D.5.11. Disclosure of Assignments or Potential Assignments:

Proposals shall include a declaration stating whether or not the RFP Respondent(s) will seek to assign the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement pursuant to Article 14 of the *pro forma* Selected Developer Agreement. For all proposed assignments except assignments to Project Finance Entities pursuant to Article 14.4 of the Selected Developer Agreement, such declaration shall include the identity of the proposed assignee(s) and the material terms, including timing, of such proposed assignment. If such assignment is conditioned on the occurrence of future events, then a statement of the conditions under which the assignment would occur and their anticipated timing shall be included. If an assignment

is contemplated to an Affiliate that does not yet exist, then a description of the relationship that the RFP Respondent and such future Affiliate will have at the time of assignment and any commitments that the RFP Respondent intends to make to support the Affiliate shall constitute a sufficient identification of the intended assignee.

VIII.D.5.12. Proposal Attestation:

Each RFP Respondent shall include an affidavit as part of the Proposal submission, signed by an officer of its organization, attesting that: (i) it understands that the Transmission Provider's evaluation of Proposals and designation of a Selected Proposal is governed by the Tariff and the Business Practices Manuals; (ii) it agrees to be bound by the Tariff and to follow the applicable Business Practices Manuals; (iii) it has submitted the Proposal in good faith; (iv) the information submitted by the organization in the Proposal is true to the best of the RFP Respondent's knowledge and belief; (v) it has complied with all Applicable Laws, and Regulations and Good Utility Practice in preparing the Proposal; and (vi) if selected, the Respondent agrees to be bound by its Proposal. Furthermore, each Proposal Participant shall include an affidavit as part of the Proposal signed by an officer of its organization attesting that: (i) the Aggregate ATRR for the Competitive Transmission Project and any required financial information about the Proposal Participant and its inputs into the Aggregate ATRR that has been submitted by the organization is true to the best of the Proposal Participant's knowledge and belief; (ii) that Proposal Participant agrees to be bound by any applicable cost containment measure and (iii) either (a) that it agrees to execute the ISO Agreement and identify the Competitive Transmission Facilities associated with the Competitive Transmission

Project in Appendix H of the ISO Agreement prior to closing on its conveyed interest should the Transmission Provider designate the Proposal as the Selected Proposal; or (b) prior to such closing it will demonstrate that it has already executed the ISO Agreement and it agrees to identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement.

VIII.D.6. Additional Data Requests:

If, during the evaluation of Proposals, the Transmission Provider determines that additional information is required to evaluate the Proposals, the Transmission Provider will request, in writing, the additional data from all RFP Respondents, along with the timeframe that this data must be submitted. If the additional data is not submitted within the specified timeframe, the Proposal be deemed invalid and will not be evaluated or considered further by the Transmission Provider. This timeframe shall not be less than ten (10) Business Days from when the Transmission Provider issues the additional data request. This data request will not extend the evaluation timeframe defined in Section VIII.E.2 of Attachment FF of the Tariff.

VIII.D.7. Proposal Clarifications and Corrections:

The Transmission Provider will have the right, but not the obligation, during the Competitive Developer Selection Process described in Section VIII of Attachment FF of the Tariff, to request a RFP Respondent(s) to provide clarifications, corrections, or further supporting information to its submitted Proposal(s), along with the timeframe that a response must be submitted. The RFP Respondent(s) shall be responsible for any clarifications, corrections, or further supporting information the Transmission Provider

requires that relates to the Proposal Participants. In the event the RFP Respondent agrees to provide said clarification(s), corrections, or further supporting information, the RFP Respondent shall provide these within the time set forth by the Transmission Provider which shall be no less than ten (10) Business Days of the Transmission Provider's request. If the Transmission Provider accepts the RFP Respondent's clarification(s), corrections, or further supporting information. These shall immediately become a part of the submitted Proposal; or upon the Transmission Provider's request, the RFP Respondent shall immediately update its Proposal to reflect the accepted clarification(s), corrections, or further supporting information. In the event that the RFP Respondent declines to provide the requested clarification(s), corrections, or further supporting information, the Transmission Provider shall evaluate the Proposal as submitted.

VIII.D.8. Withdrawing Submitted Proposals:

Prior to the Proposal Submission Deadline, a RFP Respondent may withdraw a Proposal that was submitted to the Transmission Provider by informing the Transmission Provider as soon as practical in writing. Any deposits submitted to the Transmission Providers associated with the withdrawn Proposal will be returned in full and the withdrawn Proposal will not be considered or evaluated by the Transmission Provider.

A RFP Respondent may withdraw its submitted Proposal after the Proposal Submission Deadline by informing the Transmission Provider in writing, as soon as practical, but no later than such time that the Transmission Provider publicly announces the Selected Proposal for the RFP. Upon receiving a withdrawal notification, the Transmission Provider will stop its evaluation and consideration of the Proposal. A

withdrawn Proposal will not relieve the RFP Respondent from its obligations for the *pro rata* costs associated with the full evaluation period nor will the RFP Respondent be afforded any refund other than those funds remaining once the Competitive Developer Selection Process has been completed for the RFP.

VIII.D.9. Confidential Treatment of Proposals:

The Transmission Provider will treat information and documents, or portions of documents, received from RFP Respondents and/or Proposal Participants, whether received as Part of a Proposal, a response to a request for clarification or additional information pursuant to Sections VIII.D.6 and VIII.D.7 of this Attachment FF, or otherwise, as either Project confidential information pursuant to Section VIII.D.9.a, or non-confidential information pursuant to Section VIII.D.9.b, as set forth below.

VIII.D.9.a Confidential Information:

Except as provided in Section VIII.D.9.d, the Transmission Provider will not, without the prior written consent of the respective RFP Respondent and/or the Proposal Participant, publicly disclose or share any of the following confidential information with any individual except for employees of the Transmission Provider or an independent contractor of the Transmission Provider who require access to such information to perform their duties and have executed the Transmission Provider's non-disclosure and/or CEII agreement:

(i) All detailed breakdowns of costs, including but not limited to, the itemized costs for labor and materials;

(ii) All details of an RFP Respondent and/or Proposal Participant's financing arrangements;

(iii) All detailed design, routing, siting, or specialty construction techniques; and

(iv) Any other information or portions of documents that are clearly labeled and specifically designated as "CONFIDENTIAL," except for: (1) the items specified in Section VIII.D.9.b of this Attachment FF; and (2) information and/or items which the Transmission Provider is otherwise required, or explicitly authorized by another provision of the Tariff, to make publicly available.

VIII.D.9.b Non-Confidential Information:

The following categories of information shall not be considered confidential or maintained as Confidential Information:

(i) The identity of RFP Respondents and Proposal Participants;

(ii) The high-level design for Competitive Transmission Facilities;

(iii) The total estimated cost of the Competitive Transmission Project;

(iv) The estimated forty (40) year Annual Transmission Revenue Requirement ("ATRR");

(v) Information relating to any cost-containment measures, and rate-incentives;

(vi) Information regarding the proposed in-service dates of the Competitive Transmission Facilities;

(vii) The final evaluation score assigned to each Proposal, with the names of the RFP Respondents and Proposal Participants redacted or masked;

(viii) All timetables and milestones agreed to between a Selected Developer(s) and the Transmission Provider in the Selected Developer Agreement;

(ix) All publicly available information;

(x) Any information for which a RFP Respondent or Proposal Participant has provided consent to release; and

(xi) Any information the Transmission Provider is required to make publicly available pursuant to Section VIII.D.9.d of this Attachment FF.

VIII.D.9.c Use of Non-Confidential Information–Post-Evaluation Report:

The Transmission Provider may use the non-confidential information of RFP Respondents and Proposal Participants to prepare the public post-evaluation selection report for a Competitive Transmission Project required by Section VIII.E.2 of this Attachment FF as is reasonably necessary to explain the basis for the Transmission Provider's selection of a Selected Developer. In all cases, the Confidential Information and non-confidential information that was not disclosed in the post-evaluation selection report or the publicly posted version of the Selected Developer Agreement shall not otherwise be disclosed by the Transmission Provider except as required by Section VIII.D.9.d of this Attachment FF.

i. Use of Selected Developer Non-Confidential Information

The Transmission Provider may use the non-confidential information of the RFP Respondent(s) and Proposal Participants whose Proposal is selected to prepare: (1) appendices for a Selected Developer Agreement memorializing the commitments and salient features of the Selected Proposal; and (2) a post-evaluation selection report that

explains the basis for the Transmission Provider's selection of the Selected Proposal pursuant to the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may use such information to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by the Tariff, including discussions of features of the Selected Proposal that the Transmission Provider determined to be important in selecting the Selected Proposal.

ii. Use of Non-Confidential Information of RFP Respondents and Proposal Participants whose Proposals are Not Selected

The Transmission Provider may disclose the non-confidential information of RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal only to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(i) and VIII.D.9.b(ix)-(xi) without masking the identity(ies) of the entity(ies) to whom such non-confidential information pertains. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(ii)-(viii) for RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal but must mask the identities of such parties, either through aggregation or the redacting of names, as appropriate for

comparative purposes.

VIII.D.9.d Other Disclosures of Proposal Information:

The Transmission Provider will disclose any information submitted in Proposals or in response to a request for clarifications and or additional information, whether confidential or non-confidential, that it is otherwise required by or subject to another Tariff provision, Commission rule or order, or court order, as ordered by state or federal agencies, as reasonably deemed by the Transmission Provider is required to be disclosed in connection with a dispute between the Transmission Provider and the entity or entities to which such confidential information pertains, or the defense of litigation or a dispute. In addition, the Transmission Provider may disclose confidential information contained in the Selected Proposal in filings before the Federal Energy Regulatory Commission to the extent necessary to explain or enforce commitments made in a Selected Developer Agreement provided that the Transmission Provider, consistent 18 C.F.R. Section 388.112, requests that that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

The Transmission Provider may disclose confidential or non-confidential information submitted in Proposals or in response to a request for clarifications and/or additional information to Federal Energy Regulatory Commission staff to the extent necessary to discuss the Transmission Provider's implementation of the Competitive Developer Selection Process without first obtaining an order provided that the Transmission Provider: (1) clearly communicates the confidential nature of the information shared; and (2) consistent with 18 C.F.R. Section 388.112, requests that the

information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

VIII.D.10. Proposal Validation – Review for Completeness:

The Transmission Provider will review each submitted Proposal for completeness and validate whether the RFP Respondent(s) is/are listed as a Qualified Transmission Developer. Within thirty (30) Calendar Days of the Proposal Submission Deadline, the Transmission Provider will notify each RFP Respondent if the Transmission Provider identifies that their Proposal is incomplete. Except when any of the RFP Respondents involved in a Proposal were not listed as a Qualified Transmission Developer on the date the Proposal was submitted, the RFP Respondent(s) will have a single Proposal Cure Period set for by the Transmission Provider of not less than ten (10) Business Days from the date of such notification to submit the requested information to cure any deficiencies in their Proposal. Proposals that are not complete at the end of the Proposal Cure Period will be deemed invalid and will not be evaluated or considered further by the Transmission Provider. Such Proposals will be refunded ninety percent (90%) of the initial proposal deposit specified in Section V.III.D.2 of Attachment FF of the Tariff, if such initial proposal deposit was submitted to the Transmission Provider. Proposals that include a RFP Respondent that was not listed as a Qualified Transmission Developer on the date the Proposal was submitted will also be deemed invalid and will not be evaluated or considered further by the Transmission Provider. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified.

VIII.D.11. Posting List of RFP Respondents and Proposals Participants:

The Transmission Provider will post a list of the RFP Respondents and Proposal

Participants that submitted completed Proposals in response to an issued RFP on its website after the end of the Proposal Cure Period.

VIII.D.12. RFP Respondent's Qualified Transmission Developer status:

RFP Respondents are required to maintain their status as a Qualified Transmission Developer throughout the duration of the Competitive Developer Selection Process. In the event that the Transmission Provider determines that a RFP Respondent has ceased to be a Qualified Transmission Developer, the Transmission Provider shall send a written notice of such fact to the RFP Respondent, which notice shall state the reason(s) for loss of Qualified Transmission Developer status. The RFP Respondent shall have thirty (30) Calendar Days from the Transmission Provider's notification of loss of Qualified Transmission Developer status to remove the grounds for such loss of status. Any Proposal involving a RFP Respondent that ceases to be a Qualified Transmission Developer will be deemed invalid and will not be evaluated or considered further by the Transmission Provider if such failure remains uncured more than thirty (30) Calendar Days from the date of the notice to the RFP Respondent. A Proposal shall not be deemed invalid if the RFP Respondent cures the loss of Qualified Transmission Developer status within the thirty (30) Calendar Day period. If one or more RFP Respondents who have submitted a Joint-Developer Proposal pursuant to Section VIII.D.4.2 is disqualified after the cure period, the Joint-Developer Proposal shall be disqualified unless all of the RFP Respondents have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal. If all RFP Respondents submitting a Joint Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, then the remaining RFP Respondents shall

assume the obligations of the RFP Respondent that has failed to cure a loss of Qualified Transmission Developer status and the Joint-Developer Proposal shall not be disqualified. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified or, in the event that all RFP Respondents involved in a Joint-Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, stating that the remaining RFP Respondents must assume the obligations of the RFP Respondent that has lost its Qualified Transmission Developer status.

VIII.E. EVALUATION OF PROPOSALS

The Transmission Provider will have one hundred and sixty-five (165) Calendar Days from the Proposal Submission Deadline to evaluate all completed Proposals. Only those Proposals that were submitted prior to the Proposal Submission Deadline and cured of any deficiencies pursuant to Section VIII.D.10 of Attachment FF of the Tariff and otherwise have not been withdrawn or deemed invalid will be evaluated by the Transmission Provider based on a comparative analysis using the evaluation criteria below and as further described in the Business Practices Manuals and applicable RFP. Specific methods used to evaluate various aspects of a Proposal shall be described in the Business Practices Manuals. This comparative analysis evaluation will be conducted by Transmission Provider and/or independent consultants competent in the areas of finance, transmission facility design, transmission project implementation, and transmission operations, maintenance, repair, and replacement. In conducting the comparative analysis evaluation of Proposals, the Transmission Provider and any independent expert consultants will be overseen by the Competitive Transmission Executive

Committee, which will have the exclusive and final authority to determine Selected Proposal. The Transmission Provider may decline to accept any or all Proposals that do not meet the Tariff's requirements for the project classification in question or will not sufficiently address the Transmission Issue(s) the RFP was intended to address. If no Proposals are received from Qualified Transmission Developers or selected by the Transmission Provider, the Competitive Transmission Project may be cancelled or assigned to the applicable Member(s), as defined below:

(a) Ownership and the responsibility to construct facilities which are connected to a single Member's system belong to that Member;

(b) Ownership and the responsibilities to construct facilities which are connected between two (2) or more Members' facilities belong equally to each Member, unless such Members otherwise agree; and

(c) Ownership and the responsibility to construct facilities which are connected between a Member(s)' system and a system or systems that are not part of the Transmission Provider belong to such Members(s) unless the Member(s) and the non-Transmission Provider party or parties otherwise agree.

VIII.E.1. Proposal Evaluation Criteria:

In evaluating Proposals, the Transmission Provider will consider the following general aspects and weighting for each Competitive Transmission Project evaluated:

(a) Competitive Transmission Line Projects:

The following weights will be applied to Competitive Transmission

Projects containing only Competitive Transmission Line Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 35%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

(b) Competitive Substation Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 35%

(iv) Transmission Provider planning process participations: 5%

(c) Mixed Competitive Transmission Facility Projects:

The following weights will be applied to Competitive Transmission Projects containing both Competitive Transmission Line Facilities and Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 35%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

VIII.E.1.1. Cost and Reasonably Descriptive Facility Design:

When considering cost and reasonably descriptive facility design quality, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the following:

(a) Estimated project cost;

(i) Estimated project cost(s), as set forth in Section VIII.D.5.3 of this Attachment FF; and

(ii) Cost estimate rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the cost estimate.

(b) Estimated annual transmission revenue requirement:

(i) The estimated annual transmission revenue requirement(s), as described in Section VIII.D.5.4 of this Attachment FF; and

(ii) Estimated annual transmission revenue requirement rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in

support of the estimated annual transmission revenue requirement.

(c) Cost Containment

(i) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated project cost; and

(ii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated annual transmission revenue requirement(s).

(d) Electrical design:

(i) Reasonably descriptive facility electrical design quality; and

(ii) Reasonably descriptive facility electrical design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility electrical designs. For reasonably descriptive facility electrical design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the electrical design

of Competitive Transmission Facilities discussed in the Proposal.

(e) Structural design:

(i) Reasonably descriptive facility structural design quality; and

(ii) Reasonably descriptive facility structural design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility structural designs. For reasonably descriptive facility structural design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the structural design of Competitive Transmission Facilities discussed in the Proposal.

VIII.E.1.2. Project Implementation Capabilities:

When considering project implementation capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, previous applicable experience and demonstrated ability, and processes regarding the following project implementation categories relative to the locations and jurisdictions where the

Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located, including:

(a) Project schedule and management:

(i) Project implementation schedule, as required by Section VIII.D.5.2 of this Attachment FF; and

(ii) Project management.

(b) Regulatory permitting, and route/site evaluation:

(i) Regulatory permitting;

(ii) Route and site evaluation; and

(iii) Right of way and land acquisition.

(c) Construction;

(i) Engineering and surveying;

(ii) Material procurement;

(iii) Facility construction; and

(iv) Final facility commissioning.

(d) Financing and capital resource plan;

(i) The information and documentation from the detailed financing plan required by Sections VIII.D.5.6(1)-(7) of this Attachment FF; and

(e) Safety, as described in Section VIII.D.5.9(h) of this Attachment FF.

VIII.E.1.3. Operations, Maintenance, Repair, and Replacement Capabilities:

When considering operations, maintenance, repair and replacement capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following operations and maintenance categories relative to the locations and jurisdictions where the Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located:

(a) Normal operations:

(i) Real-time operations monitoring and control;

(ii) Switching; and

(iii) Plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area as required by Section VIII.D.5.9.1 of this Attachment FF.

(b) Non-normal operations:

(i) Forced outage response;

(ii) Emergency repair; and

(iii) Capabilities to perform major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.9(g) of this Attachment FF.

(c) Maintenance activities:

(i) Spare parts;

(ii) Preventative and/or predictive maintenance and testing; and

(iii) Capabilities to perform major facility replacements or rebuilds required as a result of natural aging through normal wear and tear, as required by Section VIII.D.5.9(g) of this Attachment FF.

(d) Financial capabilities and strategy

(i) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.6(8) of this Attachment FF; and

(ii) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required as a result of normal wear and tear, as required by Section VIII.D.5.6(8) of this Attachment FF.

(e) Safety, as described in Sections VIII.D.5.9(h) of this Attachment.

VIII.E.1.4. Transmission Provider Planning Process Participation:

Within thirty (30) Calendar Days after the date, the Transmission Provider Board approves an MTEP containing a Competitive Transmission Project, MISO will publicly post a list on its website identifying the entities that have meet the requirements to earn planning participation for such Competitive Transmission Project. Such determination shall be based on relevant planning studies performed by such entities and the results supplied to the Transmission Provider

during the planning process, as well as documentation of transmission project ideas submitted by such entities to the Transmission Provider to address the same Transmission Issues being addressed by the Competitive Transmission Project for which an RFP will be issued. In evaluating Proposals, the Transmission Provider shall determine whether any RFP Respondent or Proposal Participant (including Affiliates) qualified to receive such credit. Credit shall be awarded for a Proposal where any RFP Respondent or Proposal Participant named in such Proposal, or an affiliate of either, qualifies to receive such credit.

VIII.E.2. Proposal Selection and Posting Selection Report:

The Transmission Provider will post the name of the Selected Developer(s) on its website within one hundred and sixty-five (165) Calendar Days of the Proposal Submission Deadline. Upon posting of the name of the Selected Developer(s), the obligation of RFP Respondents not named as the Selected Developer or notified that they have been designated as the Alternate Selected Developer(s) pursuant to Section VIII.H of this Attachment FF to hold their Proposals open shall cease. Within thirty (30) Calendar Days after the designation of a Selected Proposal and the Selected Developer(s) for a Competitive Transmission Project, the Transmission Provider will post on its website a report in which it explains the basis for designating the Selected Proposal and Selected Developer(s) for each Competitive Transmission Project. The report will set forth the results of the comparative analysis undertaken by the Transmission Provider, the basis for Transmission Provider's decision(s), and the date(s) by which state approval(s) to construct must be achieved based upon when construction

must begin to timely meet the Transmission Issue(s) to be addressed by the Competitive Transmission Project and taking into account the project implementation schedule(s) provided by the Selected Developer(s) in its Selected Proposal.

VIII.E.3. Proposal Selection Dispute Resolution:

Any disputes regarding the developer selection will be referred to the Dispute Resolution Process under Attachment HH of this Tariff.

VIII.F. SELECTED DEVELOPER AGREEMENT

RFP Respondents identified in a Selected Proposal shall execute the *pro forma* Selected Developer Agreement, or request the submission of an unexecuted Selected Developer Agreement with the Commission, no later than sixty (60) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website. Any Proposal Participant(s) identified in the Selected Proposal shall execute the Proposal Participant acknowledgement of the *pro forma* Selected Developer Agreement by the same sixty (60) Calendar Day deadline. The Selected Developer Agreement establishes the terms and conditions under which the Selected Developer will construct and implement the Competitive Transmission Facilities specified in its Selected Proposal. The Selected Developer Agreement shall be executed by the Selected Developer and the Transmission Provider, by an authorized officer or equivalent official with the authority to bind their respective organizations. The Selected Developer(s) for each Competitive Transmission Project, including where the Selected Developer is a Member, will be required to sign the Selected Developer Agreement or request it be submitted unexecuted with the Commission. All executed Selected Developer Agreements that conform to the *pro forma* template in Appendix 1 of Attachment FF of the Tariff, will be

reported to the Commission in the Transmission Provider's next Electric Quarterly Report after the executed Selected Developer Agreement becomes effective on a non-provisional basis. Any request to file the Selected Developer Agreement unexecuted shall be filed with the Commission, together with an explanation of any matters as to which the Selected Developer and the Transmission Provider disagree, as soon as practicable, but no later than fifteen (15) Calendar Days after receiving the request to file the Selected Developer Agreement unexecuted. An unexecuted Selected Developer Agreement should contain terms and conditions deemed appropriate by the Transmission Provider for the Competitive Transmission Project. If the Selected Developer and the Transmission Provider agree to proceed with design, procurement, and construction of the Competitive Transmission Project under the agreed-upon terms of the unexecuted Selected Developer Agreement, they may proceed pending Commission action.

If the Selected Developer Agreement contains information determined to be confidential pursuant to Section VIII.D.9 of Attachment FF of the Tariff, the Transmission Provider will post and/or file publicly only a redacted version of the Selected Developer Agreement.

VIII.G. OBLIGATION TO CONSTRUCT COMPETITIVE TRANSMISSION PROJECT

The Selected Developer(s) will assume the responsibility and obligation to construct the Competitive Transmission Facilities it is selected to construct. If the Selected Developer(s) is/are financially incapable of carrying out its construction responsibilities, alternate construction arrangements shall be identified. Depending on the specific circumstances, such alternate arrangements shall include solicitation of Transmission Owners to take on financial and/or construction responsibilities. If the delay in construction adversely affects the Transmission System reliability, the Transmission Provider shall coordinate with and support the affected

Transmission Owner(s) regarding any mitigation measures that may be required by the Applicable Reliability Standards.

However, in the event that a MTEP Appendix A Competitive Transmission Project approved by the Transmission Provider Board is being challenged through the Dispute Resolution process under Attachment HH of the Tariff or a court proceeding, the obligation of the Selected Developer(s) to build the specific Competitive Transmission Project (subject to required approvals) is waived until the Competitive Transmission Project emerges from the Dispute Resolution process or court proceedings as an approved Competitive Transmission Project. In the event that selection of the Selected Developer to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer to construct the project pursuant to the Selected Developer Agreement is not waived.

VIII.H. ALTERNATE SELECTED DEVELOPER(S)

At the same time that the Transmission Provider posts the name of the Selected Developer(s) on its website, as specified in Attachment FF Section VIII.E.2, the Transmission Provider shall also notify the Alternate Selected Developer(s) that it has been selected as the Alternate Selected Developer(s). Upon this notification, each Alternate Selected Developer shall be required to hold their Proposal open for acceptance by the Transmission Provider for a period of one hundred (100) Calendar Days thereafter, unless released earlier by the Transmission Provider. The Transmission Provider shall release the Alternate Selected Developer(s) from its obligation to hold its Proposal open promptly upon the Selected Developer(s) satisfying all conditions necessary for the Selected Developer Agreement to become effective.

If a Selected Developer does not execute the Selected Developer Agreement or request that the Selected Developer Agreement be filed unexecuted, and provide the required Project Financial Security within ninety (90) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website, the Transmission Provider shall proceed to designate the Alternate Selected Developer(s) as the Selected Developer(s) for the Competitive Transmission Project. Should this be required, the Transmission Provider shall notify the Alternate Selected Developer(s) and publicly announce the Alternate Selected Developer(s) as the Selected Developer(s). The Alternate Selected Developer(s) shall then be required to assume the obligations of the Selected Developer for the Competitive Transmission Project and shall have the same period of time to execute or request the unexecuted filing of the Selected Developer Agreement and provide the required Project Financial Security as the originally designated Selected Developer(s).

VIII.I OBLIGATION TO NEGOTIATE INTERCONNECTION AGREEMENTS

The Selected Developer(s) and any Transmission Owner(s) whose facilities will interconnect to the Competitive Transmission Facilities that the Selected Developer is obligated to construct shall each take commercially reasonable efforts to finalize and execute any required Transmission-to-Transmission Interconnection Agreements at least one hundred and twenty (120) calendar days before the scheduled in service date of the Competitive Transmission Project.

IX. VARIANCE ANALYSIS

After the Transmission Provider Board approves an Eligible Project for inclusion in Appendix A of the MTEP, certain circumstances or events may significantly affect the cost,

schedule, and or the ability of Selected Developers and Transmission Owners to complete and place into service the facilities comprising an Eligible Project for which they are responsible as specified in the MTEP. Under these circumstances or events, the Transmission Provider may need to perform a Variance Analysis in order to further understand the reasons for such circumstances or events and to evaluate any potential impacts that they may have on the successful completion of the Project or on the Transmission System.

IX.A. Applicability and Scope of Variance Analysis

The provisions set forth in this Section IX of Attachment FF are only applicable to Eligible Projects (and the facilities that comprise these projects) approved by the Transmission Provider Board for inclusion in Appendix A of the MTEP after December 1, 2015. These provisions become applicable upon: (i) the date the Transmission Provider Board approves the respective Eligible Project for facilities that are not Competitive Transmission Facilities; or (ii) the date the Selected Developer Agreement has been executed or filed unexecuted with the Commission for Competitive Transmission Facilities. Facilities comprising Eligible Projects shall remain subject to the provisions of Attachment FF Section IX until such facilities have been placed into service and placed under the Transmission Provider's functional control.

IX.B. Variance Analysis Governance

The Competitive Transmission Executive Committee shall have the exclusive and final authority to oversee and implement Variance Analysis, including the decision to implement any of the appropriate Variance Analysis Outcomes pursuant to Section IX.E of this Attachment FF. Such exclusive and final authority shall: (1) be subject to the Dispute Resolution provisions of Section IX.G of this Attachment FF and to Attachment HH; and (2) shall not prejudice any rights

or obligations the Transmission Provider, Selected Developer(s), and incumbent Transmission Owner(s) have to make filings before the Commission.

IX.C. Grounds for Variance Analysis

The following circumstances or events shall trigger the Transmission Provider's Variance Analysis for facilities included in an Eligible Project.

IX.C.1. Cost Increase

If the Transmission Provider determines that the estimated cost to complete an entity's portion of an approved Eligible Project (e.g. the competitively bid facilities of the Competitive Transmission Project or the facilities assigned to an incumbent Transmission Owner included in an Eligible Project(s) either has exceeded or is projected to exceed the Baseline Cost Estimate as set forth in Section IX.C.1.1 by twenty-five percent (25%)) or more, the Transmission Provider shall initiate a Variance Analysis.

The Transmission Provider will not consider any portion of cost increases under this section to the extent that the Selected Developer has agreed to internalize such costs through an accepted binding containment mechanism(s). However in the event that the accepted binding cost-containment mechanism(s) are applied and the remaining estimated cost increase still has exceeded or is projected to exceed the threshold, the Transmission Provider shall initiate a Variance Analysis.

IX.C.1.1. Baseline Cost Estimate

The Baseline Cost Estimate for an entity's portion of an Eligible

Project shall be set as follows: (i) for Competitive Transmission Facilities the Baseline Cost Estimate shall be the project cost estimate provided in the Selected Proposal as agreed to in the Selected Developer Agreement; and (ii) for the facilities assigned to an incumbent Transmission Owner included in the Eligible Project not eligible for the Competitive Transmission Process, as described in Attachment FF Section VIII.A of the Tariff, the Baseline Cost Estimate shall be the project cost estimate provided by the respective Transmission Owner through their status update provided upon achieving Milestone #2 pursuant to the Business Practices Manuals. The Baseline Cost Estimate for facilities included in an Eligible Project shall be adjusted appropriately based upon any approved change orders or as necessary based on the outcome of any Variance Analysis conducted for such facilities.

In the event that an entity's portion of an Eligible Project is reassigned pursuant to Section IX.E.3 of this Attachment FF, the Transmission Provider shall adjust the Baseline Cost Estimate to reflect the cost estimates and supporting information submitted to the Transmission Provider by the applicable Transmission Owner during Variance Analysis. The Transmission Provider shall include such information in any filing made to the Commission pursuant to Section IX.D.4.E of this Attachment FF.

IX.C.2. Schedule Delays

If the Transmission Provider determines that the in-service date of facilities included in an approved Eligible Project has been or is projected to be delayed beyond the in-service date as established in MTEP Appendix A, the Transmission Provider shall meet with the Selected Developer(s), incumbent Transmission Owner(s), if applicable, interconnecting Transmission Owner(s), and any entities responsible for facilities to which the delayed facilities interconnect to discuss whether such delay creates a significant risk of one or more NERC reliability standards violations as well as any other material issues, including service obligations, economic or public policy needs that may be jeopardized as a result of the delay. If any such issues are identified, the Transmission Provider shall, in consultation with these entities, develop a plan, as necessary, to address potential NERC reliability standards violations as well as any other issues that may be of material concern arising from the delay of the transmission facilities.

If the potential NERC reliability standards violations, or other issues of material concern, cannot be adequately addressed by the entity responsible for constructing the delayed facilities, the Transmission Provider will take appropriate action; including but not limited to, determining that Reassignment is necessary to complete the transmission solution as set forth in Section IX.E.3 of this Attachment FF.

IX.C.3. Default under the Selected Developer Agreement

If the Transmission Provider determines that a Selected Developer is in

Default under a Selected Developer Agreement for an Eligible Project pursuant to the terms thereof.

IX.C.4 Inability to Complete Facilities

If the Transmission Provider makes a determination that a Selected Developer or an incumbent Transmission Owner will be unable to complete facilities for which it has been designated to construct; where such determination may be based on, but is not limited to the following:

a. A Selected Developer's or an incumbent Transmission Owner's inability to secure necessary approvals, permits, certificates, financing, resources, needed expertise and/or third party support identified in the Selected Proposal, property rights, rights of way, or is otherwise unable or unlikely to construct the facilities;

b. A Selected Developer's or an incumbent Transmission Owner's notification to the Transmission Provider that it is unable or unwilling to proceed with construction of its facilities for which it has been designated to construct;

c. A Selected Developer or an incumbent Transmission Owner's abandonment of the facilities it has been designated to construct;

d. A determination by the Transmission Provider that a Selected Developer is no longer a Qualified Transmission Developer; and

e. A determination by the Transmission Provider that reassignment is necessary pursuant to Section IX.E.3 of this Attachment FF.

In selecting the appropriate Variance Analysis Outcome to apply where the Transmission Provider has determined that a Selected Developer or an incumbent Transmission Owner will be unable to complete the facilities for which it has been designated to construct, the Transmission Provider will consider, but is not limited to considering the following, in addition to the general factors set forth in Section IX.D.2.1:

(i) The reasons that the Selected Developer or the Transmission Owner was unable or was unlikely to construct the facilities;

(ii) Whether the facilities are still needed;

(iii) Whether a Mitigation Plan, as further described in Section IX.E.2 of this Attachment FF, is available that could remedy the ground(s) for Variance Analysis, including consideration of the extent to which it will cost; and

(iv) Whether reassignment, as further described in Section IX.E.3 of this Attachment FF, is available, including the impacts of reassigning the facilities to another entity.

IX.C.5 Undisclosed Assignments

If the Transmission Provider determines that the Selected Developer has assigned the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement to an entity not disclosed in its Proposal as required by Section VIII.D.5.12 or on terms materially different than those disclosed in the Proposal, except for assignments to a Project Finance Entity pursuant to Article 14.4 of the Selected Developer Agreement.

IX.D. Variance Analysis Procedure

Variance Analysis shall commence when the Transmission Provider makes an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists. The Transmission Provider will adhere to the following steps, as further detailed in the applicable Business Practices Manuals, in performing a Variance Analysis:

IX.D.1. Initial Inquiry and Confirmation of Grounds for Variance Analysis

Upon making an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists, the Transmission Provider shall notify the applicable Selected Developer or Transmission Owner in writing that Variance Analysis has commenced, including the ground(s) for commencing Variance Analysis, and a brief description of the Transmission Provider's concerns. The applicable Selected Developer or incumbent Transmission Owner shall be provided an opportunity to be heard by the Transmission Provider and present to the Transmission Provider its position on whether the identified ground(s) for Variance Analysis exist and what outcome it believes is appropriate along with supporting facts and documentation. If the Transmission Provider determines that the ground(s) for Variance Analysis do not exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall terminate the Variance Analysis. If the Transmission Provider continues to believe that reasonable grounds for Variance Analysis exist after considering the Selected

Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall continue to commence Variance Analysis and so notify the Selected Developer or Transmissions Owner.

IX.D.2. Determination of Variance Analysis Outcome

If the Transmission Provider continues to believe that reasonable ground(s) for Variance Analysis exists pursuant to the process described in Section IX.D.1 of this Attachment FF, the Transmission Provider shall further investigate the circumstances or events and the relevant facts surrounding the facilities identified in Section IX.D.1 above. Upon completing its investigation, the Transmission Provider shall make a determination of which Variance Analysis Outcome to apply, as described in Section IX.E of this Attachment FF. In determining which Variance Analysis Outcome to apply, the Transmission Provider shall consider the general factors set forth in Section IX.D.2.1 and the appropriate factors of Sections IX.E of this Attachment FF.

IX.D.2.1. General Factors in Variance Analysis Outcome Determination

Before deciding to impose any Variance Analysis Outcome authorized by the Tariff in Sections IX.E of this Attachment FF, the Transmission provider shall consider the following factors:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP,

including potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities;

D. A comparison of the estimated costs of each outcome;

E. A comparison of the degree to which each outcome will likely result in the successful completion of or increase the ability to complete the facilities and/or Eligible Projects; and

F. A comparison of the degree to which each outcome will alleviate the ground(s) for Variance Analysis.

IX.D.3. Implementation of Variance Analysis Outcome

Upon completing the procedures detailed in Section IX.D.2 of this Attachment FF, the Transmission Provider shall perform the following as further detailed in the Business Practices Manuals:

A. Inform the applicable Selected Developer(s) or incumbent Transmission Owner and any other affected parties of the Variance Analysis Outcome in writing;

B. Post a description of the Variance Analysis Outcome and the reason(s) it was selected on the Transmission Provider's website, redacting any confidential information and or Critical Energy Infrastructure Information (CEII) as necessary. The Transmission Provider shall be authorized to publicly disclose confidential information, limited in scope to the specific information needed to explain the reason(s) Variance Analysis was triggered and why the

Transmission Provider selected the Variance Analysis Outcome for implementation;

C. Implement the Variance Analysis Outcome in coordination with the applicable Selected Developer(s), incumbent Transmission Owner(s), and any other affected parties;

D. If implementation of the Variance Analysis Outcome results in a mitigation plan to be placed into effect that alters the schedule, cost, design, or scope of a Competitive Transmission Facility, the Transmission Provider and Selected Developer shall amend the Selected Developer Agreement to include the requirements of the mitigation plan or the Transmission Provider shall file such plan with the Commission unexecuted; and

E. If implementation of the Variance Analysis Outcome results in Reassignment or Cancellation of Competitive Transmission Facilities, the Transmission Provider shall file a Notice of Termination with the Commission to terminate the Selected Developer Agreement pursuant to the provisions of the Selected Developer Agreement. In the event that the Transmission Provider files a Notice of Termination pursuant to Section IX.E of this Attachment FF or otherwise discusses confidential information in the course of administrative or judicial proceedings, the Transmission Provider may request that the information be treated

as confidential and non-public pursuant to 18 C.F.R. §1b.20 and 388.112.

IX.E. Variance Analysis Outcomes

In determining which Variance Analysis outcome to apply, the Transmission Provider shall apply the procedures specified in Section IX.D of this Attachment FF.

IX.E.1. No Action

The Transmission Provider may determine to take no action when Variance Analysis is triggered. In determining whether to take no action in Variance Analysis, the Transmission Provider will consider, but is not limited to, the following:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP, including any potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities; and

D. The cost and impacts of implementing another Variance Analysis Outcome pursuant to Sections IX.E.2 through IX.E.4 of this Attachment FF as compared to taking no action.

IX.E.2. Mitigation Plan(s)

The Transmission Provider may allow a Selected Developer or incumbent Transmission Owner to alleviate the ground(s) for the Variance Analysis through a mitigation plan. If the Transmission Provider determines that a delay in the applicable facilities and/or Eligible Project's in-service date may cause the Transmission Provider or one or more Transmission Owners, Selected Developers, or non-Members to violate any Applicable Reliability Standards, the Transmission Provider shall identify the potential violation(s) and direct the impacted entities to develop a mitigation plan in coordination with the Transmission Provider. The Transmission Provider, the impacted Transmission Owners(s) and/or Selected Developers, as applicable, shall take any and all reasonable actions necessary to meet the requirements of the mitigation plan and Applicable Reliability Standards.

Mitigation plans may also be utilized to address ground(s) for Variance Analysis arising under Sections IX.C.1 through IX.C.5 that do not involve a delay of the in-service date that potentially causes violations of Applicable Reliability Standards, should the Transmission Provider determine it is appropriate. In determining whether to require a mitigation plan, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1 and IX.E.1 of this Attachment FF as well as, but not limited to:

A. The extent to which the ground(s) for Variance Analysis can be remedied through a mitigation plan, if successfully implemented,

including the extent to which cost can be restored to baseline and the required in-service date realized;

B. The willingness of the Selected Developer(s) or incumbent Transmission Owner(s) to implement the mitigation plan, including their willingness to bear the costs thereof;

C. The resources and ability of the Selected Developer(s) or incumbent Transmission Owner(s) to successfully implement the mitigation plan; and

D. Whether the Transmission Owner(s) that would receive the reassigned facilities would be better able to alleviate the ground(s) for Variance Analysis than the Selected Developer.

The mitigation measures may include, without limitation, any one or combination of the following components: (i) an updated implementation plan; (ii) an operating procedure; or (iii) alternative facilities and or projects to mitigate reliability violations. If a mitigation plan is used, the Transmission Provider and Selected Developer shall work together to amend the Selected Developer Agreement to reflect the mitigation plan. In the event that the Selected Developer or incumbent Transmission Owner refuses to execute the Transmission Provider's proposed mitigation plan or offer a substitute plan reasonably acceptable to the Transmission Provider, the Transmission Provider may elect either to file its proposed mitigation plan with the Commission unexecuted, select an alternate

Variance Analysis Outcome or, in if the Selected Developer is a signatory to the ISO Agreement, proceed thereunder.

IX.E.3. Reassignment

The Transmission Provider may determine to reassign Competitive Transmission Facilities in accordance with Section IX.E.3.1 of this Attachment FF. Reassignment shall also be proper if a Selected Developer fails to maintain its Qualified Transmission Developer status after the expiration of any applicable cure period. If a Selected Developer is the incumbent Transmission Owner whose service area is the service area for which the facilities triggering Variance Analysis are located, the Transmission Provider shall seek recourse through the ISO Agreement or FERC, as appropriate. In all other cases, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, and IX.E.2 of this Attachment FF as well as the following, in determining whether Reassignment is applied including but not limited to:

A. Whether a mitigation plan would be sufficient to alleviate the ground(s) for Variance Analysis;

B. The actions that the incumbent Transmission Owner(s), to whom the facilities would be reassigned to if the Transmission Provider selects the Reassignment Variance Analysis Outcome, would reasonably be required to take to successfully complete the facilities;

C. The incremental costs of the Reassignment Variance Analysis Outcome; and

D. The extent of any potential delay that the Reassignment Variance Analysis

Outcome may cause and any potential impacts on reliability.

If the Transmission Provider selects the Reassignment Variance Analysis Outcome, the Selected Developer(s) shall be obligated to work cooperatively and in good faith with the Transmission Provider, the incumbent Transmission Owner(s), and the affected Transmission Owner(s) and/or non-MISO transmission owners, to implement the transition.

IX.E.3.1. Procedure for Reassignment

Prior to making any determination to reassign facilities or projects, the Transmission Provider shall consult with the entity or entities to which such facilities or projects would be assigned to ascertain: (1) the willingness of such entities to develop, own, operate, and maintain such facilities or project; (2) the estimated costs submitted by such entities and the certainty of such estimates; and (3) the proposed schedule submitted by such entity or entities for developing the reassigned facilities or projects and the degree of certainty of such schedule. Reassigned facilities and or projects will be offered to the applicable Transmission Owner(s), as defined below:

A. Ownership and the responsibility to construct facilities which are connected to a single Transmission Owner's system belong to that Transmission Owner;

B. Ownership and the responsibilities to construct facilities which are connected between two (2) or more Owners' facilities belong equally to

each Transmission Owner, unless such Transmission Owners otherwise agree; and

C. Ownership and the responsibility to construct facilities which are connected between a Transmission Owner(s)' system and a system or systems that are not part of the Transmission Provider belong to such Transmission Owner(s) unless the Transmission Owner(s) and the non-Transmission Provider party or parties otherwise agree.

If the applicable Transmission Owner(s) decline to construct the reassigned facilities and or Eligible Project, the Transmission Provider will reassign, as applicable, the facilities and/or Eligible Projects through the Competitive Transmission Developer Selection Process, as described in Section VIII of Attachment FF of the Tariff.

IX.E.4. Cancellation of Facilities and or Projects

The Transmission Provider may determine to cancel Eligible Projects and/or facilities comprising such projects. In determining whether to cancel Eligible Projects or facilities, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, IX.E.2, and X.E.3 of this Attachment FF.

IX.F. Variance Analysis Confidentiality

The Transmission Provider shall not disclose to the public that a Variance Analysis has commenced until such time as it has confirmed its initial determination that a ground for Variance Analysis exists pursuant with Section IX.D.1 of this Attachment FF. Notwithstanding the preceding sentence, the Transmission Provider shall be allowed to disclose that it is commencing a Variance Analysis to third parties, including

interconnecting Transmission Owners, Selected Developers, or non-Members from whom the Transmission Provider requires information to determine whether the ground(s) for Variance Analysis exist. However, no confidential information will be disclosed when the Transmission Provider solicits information from third parties unless and to the extent such disclosure is needed to obtain information necessary to determine any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized.

In the event that the Transmission Provider determines pursuant to Section IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do not exist, the Transmission provider shall treat any information collected pursuant to Section IX.D.1 as Project Confidential Information. In the event that the Transmission Provider determines pursuant to IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do exist, the Transmission provider shall be authorized to share Project Confidential Information with such third parties as the Transmission Provider determines are reasonably necessary in order to enable the Transmission Provider to obtain needed input and information to identify any potential system reliability impacts of Variance Analysis Outcomes, including impacts from any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized. The Transmission Provider shall consult with the Selected Developer and or the incumbent Transmission Owner prior to sharing any such confidential information for the purposes of discussing reasonable confidentiality safeguards.

IX.G. Variance Analysis Dispute Resolution

All disputes by the affected Selected Developer or Transmission Owner shall be addressed in accordance with the provisions of Attachment HH, except that disputes involving the termination of a Selected Developer Agreement shall be addressed in accordance with the Dispute Resolution provisions of the Selected Developer Agreement.

IX.H Project Financial Security

The Transmission Provider may utilize Project Financial Security to cover the costs of Variance Analysis resulting from Default under the Selected Developer Agreement. In such event, the Transmission Provider may draw upon such funds after confirming that a Default exists pursuant to Section IX.D.1 of this Attachment FF. The Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in performing a Variance Analysis, transitioning the Competitive Transmission Project to a new Selected Developer and/or incumbent Transmission Owner(s), and otherwise distribute such funds as determined by the Commission to cover Variance Analysis and transition costs. Costs for which Project Financial Security funds may be used include reasonable consultant fees, attorneys' fees, costs of litigation and or regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall track its use of Project Financial Security and provide an informational filing to the Commission within six (6) months after the Transmission Provider concludes implementation of the selected outcome.

X. Interregional Coordination and Cost Allocation with the Southeastern Regional Transmission Planning Region

The public utility transmission providers in the Southeastern Regional Transmission Planning region ("SERTP") and the Midcontinent Independent System Operator region ("MISO") shall undertake the interregional transmission coordination and cost allocation procedures under Section X of this Attachment FF.

Where the regional transmission planning process is referenced as part of this interregional transmission coordination process the applicable regional transmission planning process for the Transmission Provider is described in Attachment FF; and is described for the SERTP in attachment K of the applicable SERTP transmission provider.

A. Interregional Transmission Coordination

1. Annual Meeting: Representatives of the SERTP and staff of the Transmission Provider will meet no less than once per year to facilitate the interregional coordination procedures described below (as applicable). Representatives of the SERTP and staff of the Transmission Provider may meet more frequently during the evaluation of interregional transmission project(s) proposed for purposes of interregional cost allocation between the SERTP and the Transmission Provider transmission planning regions.

2. Website Posting of Information on Interregional Coordination: The Transmission Provider shall utilize the regional planning website for communication of information related to these coordinated interregional transmission planning procedures. The Transmission Provider shall coordinate with the SERTP with respect to the posting of materials to the regional planning website related to the interregional coordination procedures between the SERTP

and the Transmission Provider transmission planning regions. The Transmission Provider shall, at a minimum, provide the following on the regional planning website:

a. Interregional coordination and cost allocation procedures between the SERTP and Transmission Provider;

b. Links to where stakeholders can register (if applicable/available) for the stakeholder committees or distribution lists of the SERTP;

c. Documents related to joint evaluation of interregional transmission projects; and

d. Status report on interregional transmission projects selected for purposes of interregional cost allocation between the SERTP and the Transmission Provider.

B. Model and Data Exchange

At least annually, the Transmission Provider and the SERTP shall exchange their then-current regional transmission plans including power-flow models and associated data used in the regional transmission planning processes to develop such transmission plan(s). This exchange will occur when such data is available in each of the regional transmission planning processes, typically during the first calendar quarter of each year. Additional transmission-based models and data may be exchanged between the SERTP and the Transmission Provider as necessary and if requested. For purposes of their interregional coordination activities, the Transmission Provider and SERTP will exchange only data and models used in the development of their then-current regional

transmission process and plans. This data will be posted on the pertinent regional transmission planning process' websites, consistent with the posting requirements of the respective regional transmission planning processes, and subject to the applicable treatment of confidential data and Critical Energy Infrastructure Information (CEII). The Transmission Provider shall notify SERTP of such posting.

C. Identification and Joint Evaluation of Proposed Interregional Transmission Projects

1. **Identification of Interregional Transmission Projects:** At least biennially, the Transmission Provider and the SERTP shall meet to review the respective regional transmission plans. Such plans include each region's transmission needs as prescribed by each region's planning process. This review shall occur on a mutually agreeable timetable, taking into account each region's regional transmission planning process timeline. If through this review, the Transmission Provider and the SERTP identify a potential interregional transmission project that may be more efficient or cost-effective than regional transmission projects, the Transmission Provider and the SERTP shall jointly evaluate the potential interregional transmission project pursuant to Section X.C.4.

2. Identification of Interregional Transmission Projects by Stakeholders: Stakeholders and transmission developers (pursuant to Section X.D.1) may also propose interregional transmission projects that may be more efficient or cost-

effective than regional transmission projects pursuant to the procedures in each region's regional transmission planning processes.

3. Identification of Interregional Transmission Projects by Developers: Interregional transmission projects proposed for interregional cost allocation purposes ("Interregional CAP") must be submitted in both the Transmission Provider and the SERTP regional transmission planning processes. The project submittal must satisfy the requirements of Section X.D.1 except for the benefit-to-cost ratio requirements of Section X.D.1.a.ii[3]. The submittal must identify the potential transmission project as interregional in scope and identify the Transmission Provider and the SERTP as regions in which the project is proposed to interconnect. The Transmission Provider will verify whether the submittal for the potential interregional transmission project satisfies all applicable requirements. Upon finding that the proposed interregional transmission project satisfies all such applicable requirements, the Transmission Provider will notify the SERTP. Once the potential project has been proposed through the regional transmission planning processes in both regions, and upon both regions so notifying one another that the project is eligible for consideration pursuant to their respective regional transmission planning processes, the Transmission Provider and the SERTP will jointly evaluate the proposed interregional projects pursuant to Sections X.C and X.D.

[3] A transmission developer is not responsible for determining the benefit-to-cost ratio referenced in Section X.D.1.a.ii in a project submittal. However, an interregional transmission project proposed for Interregional CAP must ultimately satisfy the benefit-to-cost ratio requirements in accordance with the provisions of Section X.D.1.a.ii and X.D.3.

4. Evaluation of Interregional Transmission Projects: The Transmission Provider and the SERTP shall act through their respective regional transmission planning processes in the joint evaluation of potential interregional transmission projects identified pursuant to Sections X.C.1 and X.C.2 to determine whether the inclusion of any potential interregional transmission projects in each region's regional transmission plan would be more efficient or cost-effective than regional projects. Such analysis shall be consistent with accepted transmission planning practices of the respective regions and the methods utilized to produce each region's respective regional transmission plan(s). The Transmission Provider will evaluate potential interregional transmission projects consistent with Section I.C.6 and Section II of Attachment FF.

5. Review of Proposed Interregional Transmission Projects: Initial coordination activities regarding potential interregional transmission projects will typically begin during the third quarter of each calendar year. The Transmission Provider and the SERTP will exchange status updates regarding interregional transmission projects that are newly proposed or that are currently under consideration as needed. These status updates will generally include, if applicable: (i) an update of the region's evaluation of the proposal(s); (ii) the latest calculation of benefits (as identified pursuant to Section X.D.2); and (iii) the anticipated timeline for future assessments.

6. Coordination of Assumptions Used in Joint Evaluation: The Transmission Provider and the SERTP will coordinate assumptions and data used in joint evaluations, as necessary, including items such as:

a. Expected timelines and milestones associated with the joint evaluation;

b. Study assumptions;

c. Models; and

d. Benefit calculations (as identified pursuant to Section X.D.2).

D. Interregional Cost Allocation: If an interregional transmission project is proposed for Interregional CAP in the SERTP and the Transmission Provider transmission planning regions, then the following cost allocation and benefits calculations, as identified pursuant to Section X.D.2, shall apply to the project:

1. Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:

a. For a transmission project to be eligible for Interregional CAP within the SERTP and the Transmission Provider, the project must:

i. Interconnect to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development[4]

[4] For the MISO region, "under development" refers to Appendix A projects under development approved by the

ii. Have a combined benefit-to-cost ratio of 1.25 or higher to the SERTP and Transmission Provider regions, as calculated in Section X.D.3; and

iii. Meet the threshold and qualification criteria for transmission projects potentially eligible to be included in the respective regional transmission plans for purposes of cost allocation in the Transmission Provider and the SERTP, pursuant to their respective regional transmission planning processes.

b. On a case-by-case basis, the Transmission Provider and the SERTP may consider an interregional transmission project that does not satisfy all of the criteria specified in this Section X.D.1, but that: (i) meets the threshold criteria for a project proposed to be included in the regional transmission plan for purposes of cost allocation in only one of the two regions; and (ii) would be interconnected to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development.

c. The transmission project must be proposed for purposes of cost allocation in both the SERTP and the Transmission Provider. The project submittal must satisfy all criteria specified in the respective regional

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transmission processes, including the respective timeframes for submittals proposed for cost allocation purposes. If a project is proposed by a transmission developer, the transmission developer must also satisfy the qualification criteria specified by each region.

2. **Calculation of Benefits for Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:** The benefits used to establish the allocation of costs of a transmission project proposed for Interregional CAP between the SERTP and the Transmission Provider shall be determined as follows:

   a. Each transmission planning region, acting through its regional transmission planning process, will evaluate proposals to determine whether the proposed project(s) addresses transmission needs that are currently being addressed with projects in its regional transmission plan and, if so, which projects in the regional transmission plan could be displaced by the proposed project(s).

   b. Based upon its evaluation, each region will quantify its benefits based upon the transmission costs that each region is projected to avoid due to its transmission projects being displaced by the proposed interregional transmission project as follows:

      i. for the SERTP, the total avoided costs of projects included in the then-current regional transmission plan that would be

displaced if the proposed interregional transmission project was included; and

ii. for the Transmission Provider, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included.

The benefits calculated pursuant to this Section X.D.2 are not necessarily the same as the benefits used for purposes of regional cost allocation.

3. Calculation of Benefit-to-Cost Ratio for an Interregional Transmission Project Proposed for Interregional CAP:

Prior to any regional benefit-to-cost ratio calculation pursuant to either regional transmission planning process, the combined interregional benefit-to-cost ratio, referenced in Section X.D.1.a, shall be calculated for an interregional transmission project proposed for Interregional CAP. Such calculation shall be performed by dividing the sum of the present value of the avoided project cost determined in accordance with Section X.D.2.b.i for the SERTP region and the present value of avoided project cost determined in accordance with Section X.D.2.b.ii for the Transmission Provider region by the present value of the proposed interregional transmission project's total project cost. The present values used in the cost calculation shall be based on a common date, comparable cost components, and the latest cost estimates used in the evaluation of the interregional transmission project. The combined

interregional benefit-to-cost ratio will be assessed in addition to, not in the place of, the SERTP's and the Transmission Provider's respective regional benefit-to-cost ratio assessment(s) (if applicable) as specified in the respective regional processes.

4. **Inclusion in Regional Transmission Plans:** An interregional transmission project proposed for Interregional CAP in the transmission planning regions of the SERTP and the Transmission Provider will be included in the respective regional transmission plans for purposes of cost allocation after:

   a. Each region has performed all evaluations, as prescribed in its regional transmission planning process, necessary for a project to be included in its regional transmission plan for purposes of cost allocation including any regional benefit-to-cost ratio calculations. Each region shall utilize the benefit calculation(s) as defined in such region's regional transmission planning process (for purposes of clarity, these benefits are not necessarily the same as the benefits determined pursuant to Section X.D.2). Each region shall utilize the cost calculation(s) as defined in such region's regional transmission planning process. The anticipated percentage allocation of costs of the interregional transmission project to each region shall be based upon the ratio of the region's benefits to the sum of the benefits, both as determined pursuant to Section X.D.2, identified for both the SERTP and the Transmission Provider.

b. Each region has obtained all approvals, as prescribed in its regional process, necessary for a project to be included in the regional transmission plan for purposes of regional cost allocation.

5. **Allocation of Costs Between the SERTP and the Transmission Provider Regions:** The cost of an interregional transmission project, selected for purposes of cost allocation in the regional transmission plans of both the SERTP and the Transmission Provider, will be allocated as follows:

   a. Each region will be allocated a portion of the interregional transmission project's costs in proportion to such region's benefit as calculated pursuant to Section X.D.2 to the sum of the benefits identified for both the SERTP and the Transmission Provider calculated pursuant to Section X.D.2.

      i. The benefits used for this determination shall be based upon the benefit calculation most recently performed – pursuant to the method described in Section X.D.2 – before each region included the project in its regional transmission plan for purposes of cost allocation and as approved by each region.

   b. Costs allocated to each region shall be further allocated within each region pursuant to the cost allocation methodology contained in its regional transmission planning process.

6. **Milestones of Required Steps Necessary to Maintain Status as Being Selected for Interregional Cost Allocation Purposes:** Once selected in the respective regional transmission plans for purposes of cost allocation, the

transmission owners in the SERTP planning region that will be allocated costs of the transmission project, the Transmission Provider, and the transmission developer(s) must mutually agree upon an acceptable development schedule including milestones by which the necessary steps to develop and construct the interregional transmission project must occur. These milestones may include (to the extent not already accomplished) obtaining all necessary rights-of-way and requisite environmental, state, and other governmental approvals and executing a mutually-agreed upon contract(s) between the applicable transmission owners in the SERTP planning region, the Transmission Provider and the transmission developer. If such critical steps are not met by the specified milestones and then afterwards maintained, then the Transmission Provider and the SERTP may remove the transmission project from the selected category in the regional transmission plans for purposes of cost allocation.

7. **Interregional Transmission Project Contractual Arrangements:** The contracts referenced in Section X.D.6 will address terms and conditions associated with the development of the proposed interregional transmission project included in the regional transmission plans for purposes of cost allocation, including but not limited to:

   a. Engineering, procurement, construction, maintenance, and operation of the proposed transmission project, including coordination responsibilities of the parties;

b. Emergency restoration and repair;

c. The specific financial terms and specific total amounts to be charged by the transmission developer of the transmission project to each beneficiary, as agreed to by the parties;

d. Creditworthiness and project security requirements;

e. Milestone reporting, including schedule of projected expenditures;

f. Reevaluation of the transmission project; and

g. Non-performance or abandonment.

8. **Removal from Regional Transmission Plans:** An interregional transmission project may be removed from the SERTP's or the Transmission Provider's regional transmission plan(s) for Interregional CAP: (i) if the transmission developer fails to meet developmental milestones; (ii) pursuant to the reevaluation procedures specified in the respective regional transmission planning processes; or (iii) if the project is removed from one of the region's regional transmission plans pursuant to the requirements of its regional transmission planning process.

a. The Transmission Provider shall notify the SERTP if an interregional transmission project or a portion thereof is likely to be, and/or is actually removed from its regional transmission plan.

E. **Transparency**

1. Stakeholders will have an opportunity to provide input and feedback within the respective regional transmission planning processes of the

SERTP and the Transmission Provider related to interregional transmission projects identified, analysis performed, and any determination/results. Stakeholders may participate in either or both regions' regional transmission planning processes to provide their input and feedback regarding the interregional coordination between the SERTP and the Transmission Provider.

2. The Transmission Provider shall use the existing planning stakeholder forums, such as the Planning Advisory Committee and Sub-regional Planning Meetings, to review with stakeholders the interregional activities associated with the SERTP.
3. The Transmission Provider will post a list, on the Regional Planning Website, of interregional transmission projects proposed for purposes of cost allocation in both the Transmission Provider and the SERTP regions that are not eligible for consideration because they do not satisfy the regional project threshold criteria of one or both of the regions as well as post an explanation of the thresholds the proposed interregional projects failed to satisfy.

Tab B – Clean Tariff Sheets

ATTACHMENT X

GENERATOR INTERCONNECTION PROCEDURES (GIP)

SECTION 1. DEFINITIONS.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System(s) shall mean an electric transmission system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Provider's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Interconnection Customer shall mean any entity that submits an **i**nterconnection request for a Generating Facility to a transmission system other than Transmission Provider's Transmission System that may cause the need for Affected System Network Upgrades on the Transmission Provider's Transmission System.

Affected System Network Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than Transmission Provider's Transmission System.

Affected System Operator shall mean the entity that operates an Affected System.

Affected System Queue Position shall mean the queue position of an Affected System Interconnection Customer in Transmission Provider's interconnection queue relative to Transmission Provider's Interconnection Customers' Queue Position.

Affected System Study shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system other than the Transmission Provider's Transmission System that have an impact on Transmission Provider's Transmission System, as described in Section 8 of this GIP.

Affected System Study Agreement shall mean the agreement contained in Appendix 16 to this GIP that is made between Transmission Provider and host transmission provider, in absence of JOA, JPA, or other agreement filed with the Commission, as noted in Section 8 of this GIP.

Affected System Study Report shall mean the report issued following completion of an Affected System Study.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or

judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Standards shall mean the requirements and guidelines of the Electric Reliability Organization and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

Automatic Withdrawal Penalty shall mean the penalty assessed by Transmission Provider to an Interconnection Customer that chooses to withdraw or is deemed to have withdrawn its Interconnection Request from Transmission Provider's interconnection queue in certain specified circumstances. The calculation of the Withdrawal Penalty is set forth in Section 7.6.2.1.1 of this GIP.

Balancing Authority shall mean an entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIP is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

Cluster shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Group Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the

Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22 of the GIA, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Customer Engagement Window shall mean the time period prior to the start of Definitive Planning Phase I set forth in Section 3.3.4 of this GIP.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Generator Interconnection Agreement.

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the

Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date of initial submission of the Interconnection Request provided that the Interconnection Request subsequently satisfies all of the requirements of GIP Section 7.2 of the Generator Interconnection Procedures to enter the Definitive Planning Phase and is accepted as valid by the Transmission Provider. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities

and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Electric Reliability Organization shall mean the North American Electric Reliability Corporation or its successor organization.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Resource Addition Study (ERAS) Quarterly Study Period shall mean the period of time in which ERAS Interconnection Requests are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer or an Affected System Interconnection Customer causes the need for the construction of Network Upgrades, Affected System Network Upgrades, or System Protection Facilities on the transmission system of the Transmission Provider.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq*.

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities and shall not include a SATOA as defined in Module A. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online

or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes more than one device for the production and/or storage for later injection of electricity.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth in Appendix 6 to these Generator Interconnection Procedures.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth herein.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the

facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Restudy shall mean a restudy of a Group Study conducted pursuant to Section 7.5 of this GIP.

Group Study(ies) shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this GIP. Group Studies are divided into phases as described in section 7.3 of this GIP.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

HVDC Facilities shall mean the high voltage direct current transmission facilities,

including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application.

Interconnection Customer Decision Point I shall mean the time period beginning when

the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer's Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of the Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Owner, or its agent, for Interconnection Customer(s) to determine a list of facilities (including Interconnection Customer's Interconnection Facilities or Affected System Interconnection Customer's interconnection facilities, Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and Affected System Network Upgrades, as identified in the Interconnection System Impact Study, Affected System

Study, or Affected System Operator's applicable study), the cost of those facilities, and the time required to interconnect with the Transmission System or the Affected System Operator's transmission system.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or a request for the Expedited Resource Addition Study for a new generation capacity, or a request for the processing of a proposed Generating Facility as part of a Large Load Addition Resource Study, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Generator Interconnection Agreement or Point of Delivery as set forth in Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Optional Interconnection Study, the Interconnection System Impact Study including evaluations for Surplus Interconnection Service, and the Interconnection Facilities Study, or the Restudy of any of the above, described in the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement ("JOA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of operations.

Joint Planning Agreement ("JPA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of planning.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April 30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date

that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS, or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Large Load Addition Resource Study (LARS) shall mean the procedure as set forth in Section 3.12 of this GIP for studying an Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load.

Large Load Addition Resource Study (LARS) Period shall mean the period of time in which Interconnection Requests for proposed Generating Facility are studied in parallel with the study of a LARS Associated Load Customer's proposed load. There are three LARS study periods in one year and each study period will run for approximately 120 days. All Interconnection Customers requesting to join the next Large Load Addition Resource Study (LARS) shall submit their Interconnection Request to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, which shall be at least twenty (20) Business Days prior to the scheduled kick-off of the LARS cycle published on the MISO public website.

Large Load Generator Interconnection Agreement (LLGIA) shall mean the form of interconnection agreement governing the terms and conditions of Large Load Interconnection Service, set forth in Appendix 6 to the GIP. This agreement shall follow the form of the

Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect the Large Load Addition Resource Study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the LLGIA. A LLGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses LLGIAs.

LARS Application shall be a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS Application shall be a form of Interconnection Request.

LARS Associated Load shall mean a source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load.

LARS Associated Transmission Customer shall mean the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of the Electric Reliability Organization Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission

Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with an equal or later queue priority date; or a Qualified Change.

Merchant HVDC Connection Customer (MHVDC Connection Customer) shall mean any entity that proposes to interconnect an MHVDC Transmission Line with the Transmission System, as set forth in the MHCP.

Merchant HVDC Connection Procedures (MHCP) shall mean the connection procedures set forth in Attachment GGG to the Tariff.

Merchant HVDC Transmission Connection Request (MHVDC Transmission Connection Request) shall mean an MHVDC Connection Customer's request, in the form of Appendix 1 to the MHCP to interconnect a new MHVDC Transmission Line, increase the capacity of an existing MHVDC Transmission Line, or make a substantial modification to the operating characteristics of an existing MHVDC Transmission Line.

Merchant HVDC Transmission Connection Agreement (Transmission Connection Agreement or TCA) shall mean the form of the transmission connection agreement for merchant HVDC transmission facilities set forth in Appendix 2 to the MHCP.

Merchant HVDC Transmission Line (MHVDC Transmission Line) shall mean the merchant high voltage direct current transmission line external to the Transmission System that is proposed for connection to the Transmission System, as defined in the MHCP.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility, Interconnection Customer's Interconnection Facilities, and/or Transmission Owner's Interconnection Facilities pursuant to the Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests or interconnection requests from Affected System Interconnection Customers cause the need for the construction of Common Use Upgrades on the Transmission System and share cost responsibility for such Common Use Upgrades.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. Network Resources do not include any

resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as

defined by the Electric Reliability Organization.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, LARS Associated Transmission Customer, or any combination of the above.

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of a draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Connection shall mean the point, as set forth in an MHVDC Transmission Connection Request, where the MHVDC Transmission Line connects to the Transmission System.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to

the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Power Transfer Distribution Factor (PTDF) Power Transfer Distribution Factor, as defined by the Electric Reliability Organization.

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Proportional Impact Method shall mean a technical analysis conducted by Transmission Provider to determine the degree to which each Generating Facility in the Group Study contributes to the need for a specific Network Upgrade.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

Provisional Interconnection Service shall mean Interconnection Service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling that

Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement and the Tariff.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of initial receipt of the Interconnection Request by Transmission Provider pursuant to section 4.1 of this GIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has

jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer or MHVDC Connection Customer, Transmission Owner, Affected System and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Group Study materials posted to OASIS pursuant to Section 3.4 of this GIP, and analyzing such information.

Shared Interconnection Request shall mean (1) multiple Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect

new Generating Facilities, or to increase the capacity of, or make a Material Modification to the operating characteristics of, Existing Generating Facilities that are interconnected with the Transmission System, or to interconnect Existing Generating Facilities that are external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for Existing Generating Facilities; or (2) multiple MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) or MHVDC Connection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site. Transmission Provider will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and Mvarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include: (a) underfrequency or undervoltage load shedding; (b) fault conditions that must be isolated; (c) out-of-step relaying not designed as an integral part of an SPS; or (d) Transmission Control Devices.

Stand-Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that Interconnection Customer or MHVDC Connection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement or Appendix B of the Transmission Connection Agreement. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

Substation Network Upgrades shall mean Network Upgrades that are required at or near the Point of Interconnection and are identified in the first portion of the Interconnection Facilities Study as described in GIP Section 7.3.2.5.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6

(MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Host Unit shall mean the Generating Facility from which Surplus Interconnection Service will be obtained.

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System or other delivery systems or other generating systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified

in Section 9.4 and related subsections of Rate Schedule 6.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transient Tolerance Window shall mean the period of time after a reduction or loss of load by the ZG Associated Load by the end of which window the Generating Facility with ZG Interconnection Service must have reduced its injections to an amount not greater than the Load of the ZG Associated Load. The Transient Tolerance Window shall be no greater than 20 seconds, and is further described by the Business Practices Manual for Large Load. The Transient Tolerance Window will be subject to Transmission Owner local planning criteria.

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include

any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide transmission service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

User-Defined Model shall mean any set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software-based and represent the entities' control strategy but does not necessarily correspond to any particular generic library model, as contained in Attachment A to Appendix 1 of the GIP.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

Zero Injection Generation (ZG) Associated Load shall mean a source of electrical load that has a Point of Withdrawal that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

Zero Injection Generation (ZG) Interconnection Service shall mean a limited form of Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to ZG Associated Load. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System except as may be authorized by Section 3.11 of the Generator Interconnection Procedures. ZG Interconnection Service does not convey Transmission Service. ZG Interconnection Service also does not provide a right to serve, or a right to Transmission Service to serve, a ZG Associated Load or retail customer except as allowed by applicable state law.

Zero Injection Generation (ZG) Resource shall mean a generating resource with an

Attachment X defined ZG Interconnection Agreement. A ZG Resource may participate as a Generation Resource, Dispatchable Intermittent Resource, Electric Storage Resource, or Behind the Meter Generation resource.

ZG Facilities Study shall mean the study described in Section 3.2.5.2.2 of these GIP that is used to identify any Network Upgrades or Interconnection Facilities that may be needed to for an Interconnection Request seeking ZG Interconnection Service.

ZG Impact Assessment shall mean the study described in Section 3.2.5.2.1 of these GIP that is used to evaluate the impact of an Interconnection Request seeking ZG Interconnection Services.

ZG Interconnection Agreement (ZGIA) shall mean the form of interconnection agreement governing the terms and conditions of ZG Interconnection Service, set forth in Appendix 19 to the GIP. This agreement shall follow the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect ZG Interconnection Service and the ZG Interconnection Service study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the ZGIA. A ZGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses ZGIAs.

ZG Interconnection Process Quarterly Study Period shall mean the period of time in which Interconnection Requests seeking ZG Interconnection Service are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of

February.

SECTION 2. SCOPE AND APPLICATION.

2.1 Application of Generator Interconnection Procedures.

a. Sections 2 through 13 of the GIP apply to processing an Interconnection Request pertaining to a Generating Facility. The GIP specifically applies when one of the following is proposed by an Interconnection Customer: (i) a new Generating Facility at a new Point of Interconnection that does not meet the criteria set forth in Sections 2.1 (b) or (c), (ii) additional generation at an existing Point of Interconnection, (iii) an increase in the capacity of an Existing Generating Facility, (iv) a Generating Facility Modification that may constitute a Material Modification to the operating characteristics of an Existing Generating Facility, or (v) a Replacement Generating Facility. The evaluation in subpart (iv) will be performed expeditiously depending on the specific information regarding any proposed Generating Facility Modification and the existence of an Emergency Condition.

b. Section 14 of the GIP applies to a request to interconnect a certified Small Generating Facility meeting the certification criteria set forth in Appendix 3.

c. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Appendix 4 – 10 kW Inverter Process.

d. A request to interconnect to HVDC Facilities subject to Section 27A of the Tariff will be incorporated into the queue as described in Sections 2 through 13 of the GIP. Modifications to the process necessitated by the physics of a connection to HVDC Facilities are found in Section 15 of the GIP, and will apply to those requests to interconnect to HVDC Facilities.

e. Network Resource Interconnection Service is available to Existing Generating

Facilities connected to facilities external to the Transmission System, including any Existing Generating Facilities connected to any MHVDC Transmission Line. Such a request for Network Resource Interconnection Service shall be memorialized with a Service Agreement as found in Appendix 13 of the GIP.

f. Sections 1 through 7, Section 10, Section 13 and Section 16 of the GIP apply to processing an Interconnection Request pertaining to Injection Rights for an MHVDC Transmission Line. Any such request for Injection Rights will be incorporated into the queue as described in Sections 2 through 7 of the GIP. Procedures for obtaining Injection Rights and the conversion of those rights to external Network Resource Interconnection Service are set forth in Section 16 of the GIP. All references to MHVDC Connection Customer(s) in these GIP shall be understood to refer to MHVDC Connection Customer(s) seeking Injection Rights.

g. A request for Replacement Generating Facility shall be evaluated pursuant to Section 3.7 of the GIP.

h. A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with the Transmission Provider pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual to allow the Transmission Provider to determine whether the proposed modification would result in a substantive modification to the operating characteristics of such Existing Generating Facility.

i. An Interconnection Request for a new Generating Facility to be studied through the Expedited Resource Addition Study process shall be evaluated pursuant to Section 3.9.2.

j. A request for ZG Interconnection Service shall be evaluated pursuant to Section 3.11 of the GIP.

k. A request seeking processing through the Large Load Addition Resource Study process shall be evaluated pursuant to Section 3.12 of the GIP.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in the GIP. Transmission Provider shall process and analyze Interconnection Requests from all Interconnection Customers comparably, regardless of Generating Facility ownership, and from all MHVDC Connection Customers comparably, regardless of MHVDC Transmission Line ownership.

2.3 Base Case Data.

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on a password-protected website, subject to confidentiality provisions in GIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on such password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions. A link to the information is provided on Transmission Provider's OASIS site. Interconnection Customers and password-protected website users must sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

2.4 No Applicability to Transmission Service.

Nothing in the GIP shall constitute a request for transmission service or confer upon an Interconnection Customer or MHVDC Connection Customer any right to receive

transmission service or Wholesale Distribution Service under the Tariff.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

An Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to the GIP and the deposit along with the other items listed in Section 3.3.1 of these GIP in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Transmission Provider shall apply the deposit towards the cost of any Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request in accordance with Section 3.3.1 of these GIP. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Points of Interconnection; provided, however, that an Interconnection Request for Injection Rights shall only evaluate one voltage level at each Point of Connection.

Transmission Provider shall have a process in place to consider requests for Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by the Interconnection Customer. If after the additional studies are complete, Transmission Provider determines that additional Network Upgrades are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and

reliability also will be borne by the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed, or requested to be filed unexecuted, GIA.

Interconnection Requests that include at least one electric storage resource shall document their operating assumptions (i.e., whether the interconnecting Generating Facility will or will not charge from the Transmission System and at what level) pursuant to Attachment X, Appendix 1. Notwithstanding the foregoing, Transmission Provider shall apply the charging operating assumptions contained in the fuel dispatch methodology as specified by the Generator Interconnection Business Practices Manual (BPM-015). The operating assumptions for charging as modified by the fuel dispatch methodology cannot be higher than those documented in the Interconnection Request.

Transmission Provider may determine that Good Utility Practice, including Applicable Reliability Standards, otherwise requires the use of different operating assumptions. If Transmission Provider finds Interconnection Customer's requested operating assumptions conflict with Good Utility Practice, Transmission Provider must provide Interconnection Customer an explanation in writing of why the submitted operating assumptions are insufficient or inappropriate by no later than thirty (30) Calendar Days before the end of the Customer Engagement Window and allow Interconnection Customer to revise and resubmit requested operating assumptions one time at least ten (10) Calendar Days prior to the end of the Customer Engagement Window.

Transmission Provider shall study these requests for Interconnection Service, with the study costs borne by Interconnection Customer, using the submitted operating assumptions for purposes of Interconnection Facilities, Network Upgrades, and associated costs. These requests for Interconnection Service also may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the

system, with the study costs borne by Interconnection Customer. Interconnection Customer's Generating Facility may be subject to additional control technologies as well as testing and validation of such additional control technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be set forth in Appendix C of the executed, or requested to be filed unexecuted, GIA.

3.2 Identification of Types of Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request NR Interconnection Service, ER Interconnection Service, ZG Interconnection Service, or Surplus Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the expiration of Interconnection Customer Decision Point II. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of NR Interconnection Service to the extent that only certain upgrades will be completed. A description of the modeling details used when studying a project as ER Interconnection Service or NR Interconnection Service can be found in Section 6 of the Generator Interconnection Business Practices Manual (BPM-015). MHVDC Connection Customer may only request Injection Rights pursuant to Section 16 of the GIP and shall not be eligible to receive any Interconnection Services specified in the GIP.

3.2.1 Energy Resource Interconnection Service (ER Interconnection Service).

3.2.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis and may be granted on a conditional basis. ER Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or

Point of Delivery.

3.2.1.2 The Study. The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify the Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades. Notwithstanding the foregoing, the output of the Generating Facility and the charging of electric storage resources will be modified by Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.2 Network Resource Interconnection Service (NR Interconnection Service).

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall cause the construction of the Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. NR Interconnection Service allows the Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. NR Interconnection Service may be granted on a conditional basis

pursuant to the terms of Article 4.1.2.3 of the GIA. A Generating Facility requesting NR Interconnection Service shall be deemed to request ER Interconnection Service of an equivalent amount to the extent that the Generating Facility does not already have ER Interconnection Service in order to allow Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output. The total NR Interconnection Service shall not exceed the total ER Interconnection for a Generating Facility. Interconnection Customer with an in-service Generating Facility or with an executed GIA, having ER Interconnection Service or equivalent interconnection service can request NR Interconnection Service by making an Interconnection Request for obtaining only NR Interconnection Service.

3.2.2.2 The Study. The Interconnection Study for NR Interconnection Service shall assure that the Generating Facility meets the requirements for NR Interconnection Service and will qualify the Generating Facility as a Network Resource under Module B and the RAR of the Transmission Provider's Tariff. As a general matter, the Generating Facility's interconnection is studied with the Transmission System at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of existing Network Resources is displaced by the output of the Generating Facility. NR Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.3 Surplus Interconnection Service.

3.2.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection. The total combined generating output at the Point of Interconnection for Both the original and surplus Interconnection Customer is limited to and shall not exceed the total amount of Interconnection Service of an Existing Generating Facility. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery. If the Existing Generating Facility has only ERIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection shall be ERIS. If the Existing Generating Facility has NRIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection could be either ERIS or NRIS.

3.2.3.2 The Study. The Interconnection Study for Surplus Interconnection Service consists of reactive power, short circuit/fault duty, stability analyses, and steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Existing Generating Facility's Interconnection Service was not studied under off-peak conditions, and if warranted, in the Transmission Provider's sole discretion, by the fuel-based dispatch assumptions specified in the Generator Interconnection Business Practices Manual, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the Transmission Provider is unable to verify that the Existing

Generating Facility was previously studied for the granted level of Interconnection Service as provided in Section 3.3.1.1(3) of this GIP, the Transmission Provider may perform steady state analyses to demonstrate reliable operation of the Surplus Interconnection Service in accordance with the GIP and Generator Interconnection Business Practice Manual. The Transmission Provider will perform the applicable studies for the surplus Interconnection Request, pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual, to determine whether the Surplus Interconnection Service proposed in the surplus Interconnection Request would result in material adverse impact on the Transmission System and/or Affected Systems, as compared to the impacts that are created by the Existing Generating Facility, respecting its dispatch levels from the original steady state interconnection study, without the inclusion of the proposed Surplus Interconnection Service. If no original study is available, the Transmission Provider shall apply the current fuel dispatch assumptions used for new Generating Facilities to the Existing Generating Facility in the steady state study. If Transmission Provider determines that the proposed Surplus Interconnection Service would result in a material adverse impact on the Transmission System and/or Affected Systems, then the proposed surplus Interconnection Request is deemed to be a Qualified Change and the Interconnection Customer shall proceed through Definitive Planning Phase cycle similar to a request for interconnection of a new Generating Facility or withdraw the surplus Interconnection Request. The Interconnection Study for the surplus Interconnection Request will identify the Interconnection Facilities required and the Network Upgrades necessary to address reliability issues associated with the Interconnection Facilities.

Transmission Provider shall study Surplus Interconnection Service requests for a Generating Facility that includes at least one electric storage

resource and for which Transmission Provider approves operating assumptions pursuant to Section 3.1 according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.4 Injection Rights

3.2.4.1 The Product. Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not grant Interconnection Service or Transmission Service to the MHVDC Connection Customer. Injection Rights must be converted to external Network Resource Interconnection Service as set forth in Section 16.2 of the GIP before those rights may be used to offer energy or capacity into the MISO markets.

3.2.4.2 The Study. Requests for Injection Rights shall include both ERIS-level and NRIS-level evaluations. For ERIS-level evaluation, the study will include short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed MHVDC Transmission Line and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting MHVDC Transmission Line without requiring any additional upgrades.

For NRIS-level evaluation, the study will assure that the output of the MHVDC Transmission Line meets the requirements for NR Interconnection Service and will qualify any Existing Generating Facility connected to the MHVDC Transmission Line as a Network Resource under Module B and the RAR of the

Transmission Provider Tariff. As a general matter, such Generating Facility's interconnection with the Transmission System is studied at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with such Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of an existing Network Resource is displaced by the output of such Generating Facility.

3.2.5 ZG Interconnection Service

3.2.5.1 The Product. ZG Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to a source of electrical load that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

This service is available only if the study required by Section 3.2.3.2 of these GIP determines that the proposed interconnection:

(1) will not result in any injections of Energy onto the Transmission System beyond the substation identified in the Interconnection Request as the Point of Interconnection. The restriction on Energy injection in this paragraph shall not apply to transient, limited injections associated with a reduction or loss of Load by the ZG Associated Load provided these remain within any Transient Tolerance Window established in the Business Practices Manual for Large Load.

(2) Will not require the construction or modification of any Network Upgrades to address impacts to the Transmission System with the

exception of Network Upgrades located at the same substation as the POI, except for System Protection Facilities at adjacent substations.

ZG Interconnection Service is specific to the ZG Associated Load(s) that the Generating Facility identifies in its Interconnection Request, and which shall be memorialized in the ZGIA. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System beyond the Point of Interconnection except as may be authorized by Section 3.11 of these Generator Interconnection Procedures. ZG Interconnection Service does not provide interconnection service for the purpose of serving Load other than the ZG Associated Load(s) identified in the Interconnection Request and memorialized in the ZGIA. ZG Interconnection Service does not convey transmission service, which is obtained through a separate process, and does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically allowed by state laws and regulations.

The ZG Interconnection Service product does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. Interconnection Customers are separately responsible for adhering to all Applicable Laws and Regulations.

3.2.5.2 The Study. The Study shall include a ZG System Impact Assessment and, if needed, a ZG Facilities Study as described below.

The Generating Facility's requesting ZG Interconnection Service will be studied at a level not to exceed the Demand of the ZG Associated Load other than as necessary to study outages of the ZG Associated Load. The Generating Facility's requesting ZG Interconnection Service will be dispatched, and granted service at a level not to exceed the total Demand

of the ZG Associated Load.

3.2.5.2.1 ZG Impact Assessment. The ZG Impact Assessment shall consist of a review of the proposed configuration of the Generating Facility, its electrical connection both to the designated ZG Associated Load(s) and to the Transmission System, and the proposed control equipment and/or operating procedures to determine whether these are sufficient to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. The Transmission Provider shall perform short circuit/fault duty, stability analyses, and steady state (thermal and voltage) if necessary based on the proposed configuration. The stability and steady state studies shall study the ability of the Generating Facility to interconnect to the Transmission System without requiring additional Network Upgrades to maintain reliability, including analysis for the ZG Associated Load tripping offline consistent with the Transient Tolerance Window established in the Business Practices Manual for Large Load. For ZG Interconnection Service to be granted, these analyses must determine that no Network Upgrades are needed to maintain system reliability other than Network Upgrades at the same substation as the Point of Interconnection or System Protection Facilities.

3.2.5.2.2 ZG Facilities Study. The ZG Facilities Study shall identify any Network Upgrades at the same substation as the POI, and/or operating procedures that are required to prevent injections of Energy, other than transient injections during Load reduction or loss events, and to maintain reliability during

these permitted transient injections. The ZG Facilities Study shall identify any required system protection facilities and equipment. Further, the study shall identify any Interconnection Facilities required to interconnect the proposed Generating Facility to the Transmission System.

The portion of the ZG Facilities Study for Interconnection Facilities will start at the same time as the ZG Impact Assessment. The ZG Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. The portion of the ZG Facilities Study for Network Upgrades shall begin upon the identification of a need for such Network Upgrades in the ZG Impact Assessment but not later than one Business Day after the ZG Impact Study results are provided to the Interconnection Customer.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

The Transmission Provider shall post on the MISO public website a notice of an application deadline for a cluster entering DPP studies at least 45 calendar days prior to the application deadline. An Interconnection Customer or an MHVDC Connection Customer wishing to join the next Definitive Planning Phase shall submit their Interconnection Request to the Transmission Provider in the manner required by the Generator Interconnection Business Practices Manual (BPM-015) no later than the application deadline, which will be at least ninety (90) Calendar Days prior to the scheduled kick-off of the Definitive Planning Phase I of that cycle, published on the MISO public website. Beginning with the third Group Study after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000, the Transmission Provider shall set an

application deadline for the next Definitive Planning Phase Group Study, which deadline shall be 45 Calendar Days (or next Business Day if the 45th Calendar Day falls on a weekend or holiday) after the close of Decision Point 2 of the previous Definitive Planning Phase Group Study. Any Interconnection Request received after the application deadline published on the MISO public website shall, subject to section 4.1.1, be applied towards a subsequent Definitive Planning Phase cycle. A Provisional Generator Interconnection Agreement may be requested as set forth in Section 7.9 of the GIP. The Generating Facility described in a valid Interconnection Request may not connect to, or propose to connect to, the transmission facilities of any transmission provider other than the Transmission Provider except that: 1) an Interconnection Customer may propose to include a Generating Facility already connected to a different transmission system in an Interconnection Request to the Transmission Provider if the Interconnection Request contains a commitment by the Interconnection Customer to disconnect the Generating Facility from such other transmission system prior to achieving Commercial Operation under a Generator Interconnection Agreement with the Transmission Provider and, 2) an Interconnection Customer may proposed to connect an Existing Generating Facility to the transmission facilities of another transmission provider provided such Interconnection Customer retires the Existing Generating Facility in accordance with Attachment Y to the Tariff prior to the date such generating facilities achieve commercial operation with such other transmission provider. Submission of Generating Facilities included in an Interconnection Request to another transmission provider for connection to their systems shall result in such Interconnection Request being deemed withdrawn pursuant to Section 3.6 of these Generator Interconnection Procedures.

An Interconnection Customer requesting to join the next Expedited Resource Addition Study (ERAS) shall submit their Interconnection Request to the Transmission Provider no later than the ERAS application deadline as published on the MISO public website, at least fifteen (15) Business Days prior to the scheduled kick-off of the ERAS cycle published on the MISO public website. The valid ERAS request shall be included in an ERAS Quarterly Study Period that commences after it was submitted.

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. An Interconnection Customer supporting the LARS Application and requesting to join the Large Load Addition Resource Study (LARS) shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public website. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

Study deposits for the Definitive Planning Phase (DPP), the Large Load Addition Resource Study (LARS) and the Expedited Resource Addition Study are required based on the Megawatt amount of the new Interconnection Service requested per the following schedule:

Amount of new Interconnection Service and/or Injection Rights requested (MW)	**Non-Refundable Deposit 1 (D1)**	**DPP, ERAS Study Deposit 2 (D2)**	**LARS Study Deposit 2 (D2)**
< 6 MW	Calculated according to the procedure in 3.3.1 and posted by Transmission Provider prior to the application deadline.	$50,000	$60,000
20 ≥ MW ≥ 6		$120,000	$140,000
50 ≥ MW > 20		$180,000	$210,000
100 ≥ MW > 50		$270,000	$310,000
200 ≥ MW > 100		$320,000	$370,000
500 ≥ MW > 200		$420,000	$490,000
1000 > MW > 500		$530,000	$610,000
MW ≥ 1000		$640,000	$740,000

The D2 study deposits for LARS shall be submitted by the Interconnection Customer

identified in the LARS Application.

The Transmission Provider shall calculate the amount of the Non-Refundable Deposit 1 (D1) by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from the effective date of the original D1 amount of $5,000, August 2008, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100 and posted on the Transmission Provider's website. The Transmission Provider shall post a Non-Refundable Deposit 1 (D1) once every three years. The Non-Refundable Deposit 1 (D1) amount calculated pursuant to this paragraph shall be applicable to all study groups with an application deadline that is sixty (60) or more Calendar Days after the date that the Transmission Provider posts such amount and to all Interconnection Requests seeking ZG Interconnection Service that are received by the Transmission Provider after the date of such posting. The posting will remain effective until Transmission Provider posts a revised calculation pursuant to this paragraph.

An Interconnection Request for the Expedited Resource Addition Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $100,000.

A LARS Application for the Large Load Addition Resource Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer.

An Interconnection Request for a Replacement Generating Facility and/or an Interconnection Request seeking ZG Interconnection Service or Surplus Interconnection Service shall be accompanied by a Non-Refundable Deposit 1 (D1) and a study deposit in the amount of $150,000.

Thirty (30) Calendar Days after the execution of a non-Provisional Generator

Interconnection Agreement or a Transmission Connection Agreement in which the Injection Rights option has been selected, Interconnection Customer or MHVDC Connection Customer may replace any non-encumbered balance of the study deposits with an irrevocable letter of credit or surety reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

Interconnection Customer or MHVDC Connection Customer shall be required to provide to Transmission Provider the following data as further described in the Generator Interconnection Business Practices Manual (BPM-015) along with its Interconnection Request:

(i) a detailed stability model for the proposed Generating Facility or MHVDC Transmission Line;
(ii) a detailed power flow model for the proposed Generating Facility or MHVDC Transmission Line;
(iii) Technical data as outlined in Attachment A of Appendix 1 of this GIP;
(iv) an Interconnection Study Agreement executed by Interconnection Customer or MHVDC Connection Customer in the form of Appendix 1, Attachment B;
(v) a definitive Point of Interconnection or Point of Connection;
(vi) for Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another pending Interconnection Request or existing project, a consent agreement in accordance with Section 3.3.1.4 of these Generator Interconnection Procedures;
(vii) a one line diagram showing the Generating Facility or MHVDC

Transmission Line and associated electrical equipment with appropriate rating and impedance information;

(viii) Megawatt amount of new Interconnection Service or Injection Rights requested; and

(ix) If applicable, (1) the requested operating assumptions to be used by Transmission Provider that reflect the proposed charging behavior of the Generating Facility that includes at least one electric storage resource, and (2) a description of any control technologies (software and/or hardware) that will limit the operation of the Generating Facility to the operating assumptions submitted by Interconnection Customer.

In addition, Interconnection Customer or MHVDC Connection Customer proposing to enter the Definitive Planning Phase shall provide the Definitive Planning Phase entry milestone in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

The Definitive Planning Phase entry milestone (M2) will be calculated as $8,000 per Megawatt amount of new Interconnection Service or Injection Rights requested.

The Expedited Resource Addition Study entry milestone (M2) will be calculated as $24,000 per Megawatt for the amount of new Interconnection Service requested.

The Large Load Addition Resource Study entry milestone (M2) will be calculated as $30,000 per Megawatt for the amount of new Interconnection Service requested and shall be submitted by the Interconnection Customer.

Except as otherwise provided for Site Control in Section 7.2 of this GIP, all applicable deposits, milestone payments, and data required to enter the Definitive Planning Phase, including the exemptions noted in Section 4.1.2, must be received at the time of the submission of the interconnection request on the Transmission Provider website.

All applicable deposits, milestone payments and data required to enter the Expedited Resource Addition Study or the Large Load Addition Resource Study must be received at the time the application is submitted.

Interconnection Customer shall provide proof of Site Control or a cash deposit in lieu of Site Control in accordance with the requirements and timing established in Section 7.2 of this GIP. In the event that an Interconnection Customer or MHVDC Connection Customer has a state regulatory requirement to process two Points of Interconnection or Points of Connection through the entire process, that Interconnection Customer or MHVDC Connection Customer is not required to comply with the Site Control requirements in Section 7.2 for the second Interconnection Request, provided it is properly identified as the required alternative.

The Non-Refundable Deposit 1 (D1) and Study Deposit 2 (D2) shall be applied toward the costs related to processing the Interconnection Request, including costs of Interconnection Studies and GIA negotiation.

The expected In-Service Date of the Generating Facility or MHVDC Transmission Line shall be no later than the process window for the Transmission Provider's regional expansion planning period not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer or MHVDC Connection Customer demonstrates that engineering, permitting and construction of the Generating Facility or MHVDC Transmission Line will take longer than the regional expansion planning period, nor shall it be any sooner than the process

time described in the Generator Interconnection Procedures and confirmed in the Pre-Queue Phase. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer or MHVDC Connection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

The expected Commercial Operation Date of a Replacement Generating Facility shall be no more than three (3) years from the date of cessation of operation of the Existing Generating Facility. For Existing Generating Facilities that have not yet reached Commercial Operation, the specified Commercial Operation Date in the GIA of a Replacement Generating Facility shall be no later than the specified Commercial Operation Date in the GIA of the Existing Generating Facility. For Existing Generating Facility that is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, the start date of suspension or outage shall be considered the date of cessation of operation of the Existing Generating Facility for purposes of calculating the three (3) year limit. If the requested period of time between the cessation of operation of the Existing Generating Facility and expected Commercial Operation Date of the Replacement Generating Facility is more than three (3) years, the request shall be treated as an Interconnection Request for a new Generating Facility. An Existing Generating Facility that was in suspension pursuant to Section 38.2.7 of the Tariff is subject to the time limitations in Section 38.2.7(n) of the Tariff.

Where multiple Generating Facilities owned by a single Interconnection Customer share a site, such Interconnection Customer may submit separate Interconnection Requests or single Interconnection Request. Where multiple Generating Facilities are owned by different Interconnection Customers and share a site, Interconnection Customers may submit a single Interconnection Request (Shared Interconnection Request), but the Interconnection Request must include an agreement between the Interconnection Customers which designates a primary point of contact for communications and designates a single authorized contact for payments and refunds, and the agreement must

clearly identify ownership of each proposed Generating Facility. An existing Interconnection Request may not be combined with another to form a Shared Interconnection Request.

An Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall identify the claimed resource adequacy and/or reliability need(s) for which it is being submitted. This should include the location (i.e. the county and state, the electrical bus location(s), and the Local Resource Zone) of any load to be served via the off take agreement as well as the peak demand for electricity expected over any one hour period in MWs—the amount of Interconnection Service requested must not exceed 150 percent of the identified MW need. The Generating Facility and the associated resource adequacy and/or reliability need(s) must be within the same Local Resource Zone, unless the resource adequacy and/or reliability need is included in a resource filing made to the RERRA that is providing the verification required in Section 3.9.1.

The expected Commercial Operation Date included in the Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study or the Large Load Addition Resource Study shall be no later than three calendar years from the submission date of the Interconnection Request and shall be identical to the anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application.

3.3.1.1 Additional Requirements for a Surplus Interconnection Request application

A request for Surplus Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

1. The Interconnection Customer of the Existing Generating Facility, or one of its affiliates, shall have priority to utilize Surplus Interconnection Service. If the Interconnection Customer of the Existing Generating Facility or one of its affiliates does not exercise its priority, then the Interconnection Customer may make Surplus Interconnection Service available to other potential Interconnection Customers.

2. The surplus Interconnection Request shall be accompanied by written confirmation from an officer of the Interconnection Customer of the Surplus Host Unit , indicating: (i) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Surplus Host Unit; (ii) the type of Interconnection Service (*i.e.*, ERIS or NRIS) made available by the Interconnection Customer of the Surplus Host Unit in accordance with the provisions of Section 3.2.3.1 of this GIP; (iii) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (*i.e.*, a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (*i.e.*, a specified number of MW of Surplus Interconnection Service that would be available intermittently.

3. Except as provided in Section 3.3.1.1(3)(a) of this Attachment X, the Interconnection Customer must include the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system.

Transmission Provider will use that study to appropriately scope the study for evaluation of the surplus Interconnection Request. If the Interconnection Customer cannot provide such system impact study with its application, it shall indicate that such study is not available.

a. A Request for Surplus Interconnection Service may be submitted by an Interconnection Customer prior to the date that the Surplus Host Unit has obtained an effective Generator Interconnection Agreement provided the following requirements are met:

1. The Surplus Host Unit has a valid Interconnection Request and has completed Interconnection Customer Decision Point II of the GIP prior to the date that the surplus Interconnection Request is submitted;
2. The surplus Interconnection Request satisfies each of the requirements of Section 3.3.1.1 of this GIP except that instead of providing the MISO Interconnection System Impact Study for an Existing Generating Facility specified by Section 3.3.1.1(3), the Surplus Interconnection Customer shall provide the most recently completed Interconnection System Impact Study in the form of the Revised System Impact Study for Definitive Planning Phase II or the Final System Impact Study for Definitive Planning Phase III for the Surplus Host Unit with the surplus Interconnection Request;
3. The Surplus Interconnection Customer identifies the study cycle and project number of the Surplus Host Unit in the surplus Interconnection Request; and
4. If sharing Interconnection Customer Interconnection Facilities with the Existing Generating Facility, evidence

that the Interconnection Customer has entered into a consent agreement that meets the requirements of Section 3.3.1.4.

5. If the Surplus Interconnection Customer Generating Facility partially or completely consists of energy storage devices, the Surplus Interconnection Customer Interconnection Request shall contain a description of any control technologies (software and/or hardware) that will limit the concurrent operation of the Existing Generating Facilities and Surplus Facilities to the original Interconnection Service limit.

4. The surplus Interconnection Request must be submitted to the Transmission Provider by the Interconnection Customer at least one (1) year prior to the Commercial Operation Date of the Generating Facility requesting Surplus Interconnection Service.

5. If a Material Modification study for the Surplus Host Unit is pending at the time the surplus Interconnection Request is submitted, then the surplus Interconnection Study for Surplus Interconnection Service shall not kickoff until the Material Modification study has completed and any approved modifications have been added to Generation Interconnection Agreement.

The Transmission Provider shall commence processing and studying a surplus Interconnection Request that conforms to the requirements of this Section 3.3.1.1(3)(a) of the GIP in accordance with the provision of Section 3.3.1.2 of this GIP provided that no GIA may be tendered for such surplus Interconnection Request prior to the date that the Surplus Host Unit has become subject to an effective Generator Interconnection Agreement.

3.3.1.2 Evaluation Process for Surplus Interconnection Request and the Requirements for the Request to Remain Valid

The following conditions will apply for evaluation of surplus Interconnection Request:

1. Within thirty (30) Calendar Days of the Transmission Provider's receipt of the completed surplus Interconnection Request, Transmission Provider will commence a study of the proposed Surplus Interconnection Service pursuant to Section 3.2.3.2 of this GIP to determine whether such service would result in any material adverse impact to the Transmission System and/or Affected Systems and amounts to a Material Modification. After the commencement of the surplus Interconnection Study for Surplus Interconnection Service, if a Material Modification request on the Surplus Host Unit is submitted, the surplus Interconnection Request will be paused. Once the Material Modification request has been approved, the surplus Interconnection Request will be reevaluated and may require the Interconnection Customer to update the surplus Interconnection Request. The updated surplus Interconnection Request is subject to the surplus Interconnection Request timing requirements. Transmission Provider shall use Reasonable Efforts to complete the study of the surplus Interconnection Request within ninety (90) Calendar Days. If Transmission Provider determines that the surplus Interconnection Request would result in a material adverse impact to the Transmission System and/or Affected Systems, then the surplus Interconnection Request shall proceed through the Definitive Planning Phase as a new Interconnection Request.

2. Within thirty (30) Calendar Days after having received results of the

Transmission Provider's evaluation, Interconnection Customer requesting Surplus Interconnection Service shall inform Transmission Provider of its election to proceed with its surplus Interconnection Request. After receiving the Interconnection Customer's election notice, Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA, as appropriate. If the Interconnection Customer fails to provide a notice of its election to proceed within thirty (30) Calendar Days after having received results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

The Interconnection Facilities Study will be performed, if needed, and will be completed within ninety (90) Calendar Days. If an Interconnection Facilities Study is necessary, the Transmission Provider shall tender a draft *pro forma* GIA within the later of thirty (30) Calendar Days after final Interconnection Facilities Study reports are issued or the date that the GIA for the Surplus Host Unit becomes effective. If an Interconnection Facilities Study is not necessary, the Transmission Provider shall tender a draft *pro forma* GIA or an amended GIA that conforms to the currently effective *pro forma* GIA, as applicable by the later of thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Surplus Interconnection Service request, or the date that the GIA for the Surplus Host Unit becomes effective.

Interconnection Customer shall submit an executed Energy Displacement Agreement and Monitoring and Consent Assignment to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, pursuant to Section 11 of this GIP. The executed Monitoring and Consent Agreement shall be in the form of Appendix 11 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the

GIA.

The executed Energy Displacement Agreement shall be in the form of Appendix 12 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the GIA. If the Interconnection Customer fails to provide an executed Energy Displacement Agreement and a Monitoring and Consent Agreement to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

If at any time prior to execution of the GIA the Energy Displacement Agreement or Monitoring and Consent Agreement required above is no longer in effect, the Interconnection Request for Surplus Interconnection Service shall be deemed to have been withdrawn.

3.3.1.3 Requirements for continuation of Surplus Interconnection Service after retirement or cessation of commercial operation of an Existing Generating Facility

1. In the event that the Interconnection Customer seeks to continue Surplus Interconnection Service following the retirement and permanent cessation of commercial operation of the Existing Generating Facility associated with that Surplus Interconnection Service, Transmission Provider shall permit the Surplus Interconnection Service to continue for a limited period not to exceed one (1) year if the Existing Generating Facility retired and if the following conditions are met:

   (i) Transmission Provider studied the Surplus Interconnection Service Generating Facility for sole operation at that Point of

Interconnection as a part of Interconnection Study for the Surplus Interconnection Service Generating Facility, and such studies confirm that the Surplus Interconnection Service Generating Facility can be solely and reliably operated after the retirement of the Existing Generating Facility; and

(ii) The Existing Generating Facility Interconnection Customer must provide written consent to the continued operation of the Surplus Interconnection Service Generating Facility at either: (a) the limited level of Surplus Interconnection Service that is reflected in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement; or (b) at any level below such limit.

3.3.1.4 Additional Requirements for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Customer may submit an Interconnection Request that proposes to share Interconnection Customer Interconnection Facilities with one or more existing projects or pending Interconnection Requests. Interconnection Requests proposing such an arrangement shall so indicate in their Interconnection Request and attach a consent agreement executed by all Interconnection Customers with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities. After an Interconnection Request has been submitted, an Interconnection Customer may only propose to share Interconnection Customer Interconnection Facilities as part of a Point of Interconnection modification. Such consent agreement shall, in accordance with the Business Practices Manuals, describe the proposed configuration of the projects, the proposed ownership of the Interconnection Customer Interconnection Facilities, the division of rights and responsibilities among the parties with respect

to operations, maintenance, and repair of the Interconnection Customer Interconnection Facilities, and such other information regarding the operation of the Generating Facilities under this arrangement as may be specified in the Generator Interconnection Business Practice Manual. The consent agreement shall indicate the parties' consent to sharing the Interconnection Customer Interconnection Facilities in the manner described in the Interconnection Request(s). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use as specified in section 7.2.1.1.ii.b.3.

3.3.1.5 Evaluation Process for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Requests proposing shared Interconnection Customer Interconnection Facilities shall require the consent of the Transmission Provider to proceed, which consent shall not be unreasonably withheld, conditioned, or delayed. The Transmission Provider shall review Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities amongst multiple projects to confirm compliance with the requirements of Section 3.3.1.4 of these Generator Interconnection Procedures, that all Interconnection Customer responsibilities have been appropriately accounted for, and that all parties have consented to the described arrangement. The Transmission Provider shall complete this review and notify the parties whether the Transmission Provider consents to the proposed arrangement no later than five (5) days prior to the start of the Scoping Meeting in which their requests are discussed, or within ten (10) Business Days after receipt if the consent agreement is submitted as part of a Point of Interconnection modification. In the event that the Transmission Provider does not consent, the Transmission Provider shall provide a written statement of the reasons for such decision to each of the parties. Interconnection Requests that do not receive the Transmission Provider's consent for the sharing

of Interconnection Customer Interconnection Facilities may be revised and resubmitted for inclusion in the applicable cycle prior to the start of DPP Phase I. In the event that the consent agreement is submitted as part of a Point of Interconnection modification, the consent for the sharing of Interconnection Customer Interconnection Facilities may be revised and resubmitted within five (5) Business Days of receiving the Transmission Provider's written statement of reasons.

Any Interconnection Customer that has an Interconnection Request pending in the DPP as of August 14, 2019 and that intends to share Interconnection Customer Interconnection Facilities for that Interconnection Request with one or more existing projects or other Interconnection Requests shall satisfy each of the terms of Sections 3.3.1.4 and 3.3.1.5 of these Generator Interconnection Procedures, prior to the start of GIA negotiations for any Interconnection Request that remains pending in the DPP and that will participate in the sharing arrangement.

3.3.2 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the Interconnection Request. Transmission Provider shall tender to Interconnection Customer or MHVDC Connection Customer a copy of the countersigned Interconnection Study Agreement within ten (10) Business Days after the Transmission Provider notifies Interconnection Customer that it has accepted the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP. In addition, within ten (10) Business Days after notifying Interconnection Customer that an Interconnection Request is accepted as valid, Transmission Provider shall submit a summary of the Interconnection Request to Interconnection Customer or MHVDC Connection Customer and likely affected Transmission Owners. All acknowledgments and other communications may be made via e-mail and/or other electronic means.

3.3.3 Review of Interconnection Request and Cure of Deficiencies.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer within fifteen (15) Business Days of receipt of the initial Interconnection Request either that the Transmission Provider has accepted the Interconnection Request as valid or has determined that the Interconnection Request does not constitute a valid request due to one or more deficiencies. In the event Transmission Provider determines that the Interconnection Request does not constitute a valid request, Transmission Provider shall also provide an explanation of the reasons for such determination. Interconnection Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Interconnection Request as deficient to provide the additional requested information needed to constitute a valid request. In the event Transmission Provider discovers or verifies a deficiency later in the GIP process, Transmission Provider will notify Interconnection Customer or MHVDC Connection Customer as soon as practicable. At any time, if Transmission Provider finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Transmission Provider will issue a deficiency notice to Interconnection Customer and Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy such issues. Interconnection Customer or MHVDC Connection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request no later than ten (10) Business Days after the request is made. Failure by Interconnection Customer or MHVDC Connection Customer to comply with this Section 3.3.3 will result in the Interconnection Request not being processed until such deficiency is cured. In the event that the deficiency is not cured within the required ten (10) business day period, the Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any further cure period and the Non-Refundable Deposit 1 (D1) shall be forfeited. The Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal upon the expiration of the ten

(10) business day period. Any refunds of deposits other than the D1 will be processed in accordance with Section 3.6 of this GIP.

3.3.4 Customer Engagement Window

Immediately after the application deadline for a Group Study, Transmission Provider shall open a eighty-five (85) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, Transmission Provider, applicable Transmission Owner and Interconnection Customer shall conduct the activities set forth in sections 3.3.5 (Scoping Meeting), 7.1.1 (Screening Analysis Prior to Definitive Planning Phase I), and section 7.2.1.3 (Transmission Provider Review of Site Control Sufficiency). Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Group, Transmission Provider may shorten the Customer Engagement Window and begin the Group Study. Within thirty (30) Business Days of the opening of the Customer Engagement Window, Transmission Provider shall post on its OASIS a list of Interconnection Requests for that Group. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The Transmission Provider must ensure that project information is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests. During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study and a Interconnection Study Agreement to be executed prior to the close of the Customer Engagement Window.

Transmission Provider shall initiate the Group Study described in Section 7 of this GIP 5 Business Days following the close of the Customer Engagement Window.

3.3.5 Scoping Meeting.

During the Customer Engagement Window, the Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Scoping Meeting, and such date shall be at least five (5) Business Days prior to and no more than forty-five (45) Calendar days prior to the kick-off of the Definitive Planning Phase, unless otherwise mutually agreed upon by Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer. The Transmission Provider, Interconnection Customer, or MHVDC Connection Customer, and Transmission Owner must attend the Scoping Meeting. Transmission Provider shall use Reasonable Efforts to include any other Affected System Operators in the Scoping Meeting.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. For purposes of clustering Interconnection Requests, Transmission Provider or Transmission Owner may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. The requesting Transmission Provider or Transmission Owner shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within two (2) Business Days after the conclusion of the Scoping Meeting, and the Point of Interconnection shall only change upon mutual agreement. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer will bring to the meeting such technical data including, but not limited to, known: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility, (v) general power quality issues including voltage flicker, harmonics, (vi) general reliability issues; and (vii) diagrams and/or layout of applicable

substations as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer or MHVDC Connection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer or MHVDC Connection Customer may modify its Point of Interconnection/Connection. Notwithstanding the foregoing, modifications to the Point of Interconnection are prohibited if the modification causes the project to move from one study region to another once the Transmission Provider has notified Interconnection Customers that its Interconnection Request will be included in a study group pursuant to Section 4.1.1.3 of this GIP. Interconnection Customer or MHVDC Connection Customer will have until the beginning of DPP Phase I submit to Transmission Provider its modified Point of Interconnection/Connection as a result of the Scoping Meeting; if the modified Point of Interconnection includes shared Interconnection Customer Interconnection Facilities, the Interconnection Customer shall submit a consent agreement that meets requirements of Section 3.3.1.4 by the beginning of DPP Phase I. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting.

3.4.1 Transmission Provider will maintain on its OASIS or its website a list of all Interconnection Requests. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the substation or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, and when applicable, Definitive Planning Phase Queue Position; (vi) the type of Interconnection Service being requested or whether the Interconnection Request is for Injection Rights; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed including

technology and fuel type); (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed; (xi) associated Interconnection System Impact Study phase costs by Definitive Planning Phase; and (xii) for a Generating Facility Replacement, the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility already has ceased commercial operations, the expected Commercial Operation Date of the replacement facility and requested Interconnection Service. Except for projects submitted through the ERAS process as noted in Section 3.9, the list will not disclose the identity of Interconnection Customer or MHVDC Connection Customer until Interconnection Customer or MHVDC Connection Customer executes a GIA or a TCA or requests that Transmission Provider file an unexecuted GIA or TCA with FERC. Transmission Provider shall post to its OASIS site or its website any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to the Transmission Provider's OASIS site or its website prior to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

Transmission Provider will also maintain on its OASIS or its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades and System Protection Facilities. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.2 Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.4.2.1 through 3.4.2.6. For the Study Metrics provided

in Sections 3.4.2.2 and 3.4.2.3, if the relevant 10 Business Days includes one or more holidays, then the number of Business Days will be correspondingly extended and the study will not be considered untimely if completed within the extended period.

3.4.2.1 Preliminary System Impact Studies in Definitive Planning Phase I Processing Time.

(A) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study, as per the timelines listed in 7.3.1 of the Generator Interconnection Procedures ("GIP") after the periodic, scheduled start of the Definitive Planning Phase I, which shall commence in conformity with Section 3.3.1 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report as per the timelines listed in 7.3.1 of the GIP, after the periodic, scheduled start of the Definitive Planning Phase I,

(D) Mean time (in Calendar Days), for Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter, from the periodic, scheduled start of the Definitive Planning Phase I, to the date when Transmission Provider provided the completed Preliminary System Impact

Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report to complete this reporting quarter, calculated as the sum of 3.4.2.1(B) plus 3.4.2.1(C) divided by the sum of 3.4.2.1(A) plus 3.4.2.1(C)).

3.4.2.2 Revised System Impact Studies in Definitive Planning Phase II Processing Time.

(A) Number of Interconnection Requests that had Revised System Impact Study reports in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study report after the date the Interconnection Customer Decision Point I window expired, as per the timelines listed in Section 7.3.2 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Revised System Impact Studies in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and75 Calendar Days for the Revised System Impact Study report, as per the timelines listed in 7.3.2 of the GIP, after the Interconnection Customer Decision Point I window expired,

(D) Mean time (in Calendar Days), for Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter, from the day after the

Interconnection Customer Decision Point I window expired to the date when Transmission Provider provided the completed Revised System Impact Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Revised System Impact Study reports in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study, to complete this reporting quarter, calculated as the sum of 3.4.2.2(B) plus 3.4.2.2(C) divided by the sum of 3.4.2.2(A) plus 3.4.2.2(C)).

3.4.2.3 Final System Impact Studies in Definitive Planning Phase III Processing Time.

(A) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 50 Calendar Days as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days, as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(D) Mean time (in Calendar Days), for Final System Impact Studies in Definitive Planning Phase III completed within Transmission Provider's

coordinated region during the reporting quarter, from the day after the Interconnection Customer Decision Point II window expired to the date when Transmission Provider provided the completed Final System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.3(B) plus 3.4.2.3(C) divided by the sum of 3.4.2.3(A) plus 3.4.2.3(C)).

3.4.2.4 Interconnection Facilities Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after the Interconnection Customer Decision Point I window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after the Interconnection Customer Decision Point

I window expired to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities this reporting quarter, calculated as the sum of 3.4.2.4(B) plus 3.4.2.4(C) divided by the sum of 3.4.2.4(A) plus 3.4.2.4(C)).

3.4.2.5 Interconnection Facilities Studies for Network Upgrades Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after completion of the Definitive Planning Phase III Final System Impact Study,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Study reports for Network Upgrades where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Network Upgrades completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after completion of the Definitive Planning Phase III Final System Impact Study to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Network Upgrades to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Studies for Network Upgrades this reporting quarter, calculated as the sum of 3.4.2.5(B) plus 3.4.2.5(C) divided by the sum of 3.4.2.5(A) plus 3.4.2.5(C).

3.4.2.6 Interconnection Requests Withdrawn from Interconnection Queue.

(A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,

(B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before the start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP,

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter from start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP, to at or before the Interconnection Customer Decision Point I window expired,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point I window expired to at or before the Interconnection Customer Decision Point II window expired,

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point II window expired to before execution of a Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement

(F) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Generator

Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

(G) Mean time (in Calendar Days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when Transmission Provider received the request to withdraw from the queue.

3.4.3 Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.4.2.1(A) through paragraph 3.4.2.6(G) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.4 In the event that any of the values calculated in paragraphs 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E)) exceeding 25 percent for two consecutive calendar quarters:

(i) Transmission Provider must submit a report to the Commission describing the reason for each Group Study, individual Interconnection Facilities Study, or Restudy pursuant to one or more Interconnection Request(s) that exceeded its deadline completion of each phase as specified in Sections 7.3.1, 7.3.2 and 7.3.3 of this GIP, and Section 7.5 of this GIP for restudies. Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report

must be filed at the Commission within 45 Calendar Days of the end of the calendar quarter.

(ii) Transmission Provider shall aggregate the total number of employee-hours and third party consultant hours expended towards interconnection studies within its coordinated region that quarter and post on OASIS or its website. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within 30 Calendar Days of the end of the calendar quarter.

3.5 Coordination with Affected Systems.

Except as modified by Sections 3.5.1 through 3.5.3 of these GIP, Interconnection Customer or MHVDC Connection Customer, Transmission Provider, Transmission Owner and Affected System Operator shall each coordinate and cooperate on studies required to determine the impact of the Interconnection Request on Affected Systems. Transmission Provider will include such Affected System Operators, whose representatives either abide by FERC's Standards of Conduct pursuant to 18 C.F.R Parts 37 and 358 or have executed a non-disclosure agreement with Transmission Provider, in all meetings held with Interconnection Customer as required by the GIP. If the Affected System is not under the functional control of Transmission Provider, the Affected System Operator's procedures shall be applicable. Interconnection Customer or MHVDC Connection Customer will be separately responsible to adhere to the Affected Systems Operator's procedures and costs related to studies and modifications to the Affected System.

Interconnection Customer or MHVDC Connection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Transmission Provider may limit Interconnection Service or Injection Rights for an Interconnection Request until needed reliability upgrades on an Affected System(s) are complete under separate agreements.

Each Interconnection Customer or MHVDC Connection Customer shall provide notice to Transmission Owner and Transmission Provider that the facilities built under such agreements are in service.

3.5.1 Additional Requirements for Interconnection Requests Subject to JTIQ.

Transmission Provider shall use the rules and procedures contained in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) to apply to Interconnection Customers and Interconnection Requests that have been designated for inclusion in a JTIQ Participation Group or a JTIQ Commitment Group. Interconnection Customers included in a JTIQ Screening Group, JTIQ Participation Group or a JTIQ Commitment Group shall be responsible for adhering to all applicable requirements set forth Section 9.4.2 of the Rate Schedule 6 (MISO-SPP JOA), these Generator Interconnection Procedures, the GIA, and applicable JTIQ Service Agreements.

3.5.1.1: Inclusion in a JTIQ Screening Group, JTIQ Participation Group, and JTIQ Commitment Group.

(1) Interconnection Requests shall be included in the JTIQ Screening Group if they are submitted into a DPP study group, LARS, or an ERAS that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I studies, LARS, or an ERAS as of the date that the Transmission Provider and SPP have declared the JTIQ Portfolio fully subscribed.

(2) Interconnection Requests shall be included in a JTIQ Participation Group if they meet the following criteria:

(a) the Interconnection Request is determined to have an impact greater than five percent (5%) distribution factor (OTDF or PTDF[1]) on one or more facilities of SPP's transmission system modelled with all transmission facilities rated 100 kV and above; and

(b) the Interconnection Request is determined to have greater than 1.00 MW (positive) impact on at least one JTIQ Upgrade included in the JTIQ Portfolio.

Any new Interconnection Request for an Existing Generating Facility that is seeking to convert to or increase the level of NRIS service will only be included in the JTIQ Participation Group to the extent of any additional ERIS service requested.

(3) Interconnection Customers shall enter a JTIQ Commitment Group upon obtaining an effective GIA and JTIQ Commitment Agreement that obligate such Interconnection Customer to pay, and provide security for, JTIQ Generator Charges. Placement into the applicable JTIQ Commitment Group shall be governed by the terms of the Commitment Agreement and Section 2 of Attachment JJJ to the Tariff.

3.5.2. Application of Affected Systems Coordination Procedures to

[1] Power Transfer Distribution Factor (PTDF) - The percentage of power transfer flowing through a facility or a set of facilities for a particular transfer when there are no contingencies. Outage Transfer Distribution Factor (OTDF) - The percentage of a power transfer that flows through the monitored facility for a particular transfer when the contingency facility is switched out of service.

Interconnection Requests Included in an Expedited Resource Addition Study

The Transmission Provider shall apply to ERAS Interconnection Requests, and the ERAS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of an ERAS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ERAS study for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ERAS Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the EGIA is tendered, such EGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ERAS Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ERAS Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for ERAS projects as of the date MISO commences the ERAS System Impact Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ERAS projects. Interconnection requests with an earlier queue priority date as

determined in accordance with this Section 9.4.3(a) will have a higher relative queue priority than those with a later queue priority date.

3.5.3. Application of Affected Systems Coordination Procedures to Interconnection Requests Seeking ZG Interconnection Service

The Transmission Provider shall apply to ZG Interconnection Requests, and the ZG Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a ZG Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ZG Impact Assessment for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ZG Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the ZGIA is tendered, such ZGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ZG Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ZG Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for Interconnection Requests seeking ZG Interconnection Service as of the date MISO commences the ZG Study unless the controlling agreement between MISO and the affected system

expressly provide an alternate queue priority date for ZG projects. Interconnection requests with an earlier queue priority date as determined in accordance with this Section 3.5.3 will have a higher relative queue priority than those with a later queue priority date.

3.5.4. Application of Affected Systems Coordination Procedures to Interconnection Requests Included in a Large Load Addition Resource Study

The Transmission Provider shall apply to Interconnection Requests seeking processing through LARS, and the LARS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a LARS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable LARS study for such project; (2) The Transmission Provider will provide any Affected Systems analysis received from the affected system to the Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the LLGIA is tendered, such LLGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the Affected System within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit LARS Interconnection Requests to the applicable Affected System individually and request that such Affected System Study the impacts of LARS Interconnection Requests on a serial basis; and (5) For those Affected Systems where MISO and the Affected System utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue

priority date for LARS projects as of the date MISO commences the LARS System Impact Study unless the controlling agreement between MISO and the Affected System expressly provide an alternate queue priority date for LARS projects. Interconnection requests with an earlier queue priority date as determined in accordance with MISO-SPP JOA Section 9.4.3(a) will have a higher relative queue priority than those with a later queue priority date.

3.6 Withdrawal.

Interconnection Customer or MHVDC Connection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of the GIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Unless otherwise provided in this GIP, upon receipt of such written notice, Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution.

In the event that an MHVDC Transmission Connection Request is withdrawn or deemed withdrawn in accordance with the terms of Attachment GGG to the Tariff, then all Interconnection Requests associated with that MHVDC Transmission Connection Request will also be deemed withdrawn.

Withdrawal prior to or during Interconnection Customer Decision Point I shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position. Withdrawal after Interconnection Customer Decision Point I, but prior to or during Interconnection Customer Decision Point II shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's

Definitive Planning Phase Queue Position and forfeiture of the Definitive Planning Phase entry milestone (M2) payment. Withdrawal after Interconnection Customer Decision Point II shall result in the loss of Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position and forfeiture of the M2, M3 and M4 milestone payments, except as otherwise provided in Section 7.6.2 and 7.8.

If an Interconnection Customer or MHVDC Connection Customer disputes the withdrawal and loss of its applicable queue position, then during Dispute Resolution, the Interconnection Customer's or MHVDC Connection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its applicable queue position.

An Interconnection Customer or MHVDC Connection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently (i) incurs prior to the Transmission Provider's receipt of notice described above and (ii) will incur as a result of the withdrawal. Interconnection Customer or MHVDC Connection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS list of Interconnection Requests and (ii) refund to Interconnection Customer or MHVDC Connection Customer any portion of the Interconnection Customer's or MHVDC Connection Customer's study deposit that exceeds the costs that Transmission Provider has incurred or will incur as a result of the withdrawal as described in Section 13.3, including interest earned on the Interconnection Customer's or MHVDC Connection Customer's study deposit and Definitive Planning Phase entry milestone payment while held in Transmission Provider's interest-bearing, money market account, or if such account does not exist, then the interest calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii). In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall

provide, at Interconnection Customer's or MHVDC Connection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.7 Additional requirements for Generating Facility Replacement Requests.

3.7.1 Requirements for Replacement Generating Facility Requests.

i) Except as provided in Section 3.7.1(i)(a) of this Attachment X, any Replacement Generating Facility must connect to the Transmission System at the same electrical Point of Interconnection (i.e. same voltage level at the interconnecting substation) as the Existing Generating Facility.

a. An Interconnection Customer shall perform, and Transmission Provider shall validate an evaluation study utilizing the latest available DPP phase model to ensure the Replacement Generating Facility connecting to a different Point of Interconnection will: (1) connect to the same voltage level unless the same voltage level is not available by the COD; (2) not cause new constraints, as demonstrated by a contingency analysis performed in accordance with BPM-015; (3) and change the Power Transfer Distribution Factor less than 5% on any branch unless it is a zero impedance element or a line on the shortest path without queued Interconnection Requests from the existing Point of Interconnection to the new Point of Interconnection.

ii) The request for Generating Facility Replacement must be submitted to the Transmission Provider by the Interconnection Customer for its Existing Generating Facility at least one (1) year prior to the date that the Existing Generating Facility will cease operation unless the Existing Generating Facility is in suspension or approved for suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, and at least one (1) year prior to the Commercial Operation Date for the Replacement Generating Facility. An Interconnection Customer

utilizing an extension to the Commercial Operation Date or In-Service Date as set forth in Section 4.4.4 of the GIP must submit the request for Generating Facility Replacement at least one (1) year prior to the extended Commercial Operation Date. A unit with a surplus GIA may propose to replace its host Existing Generating Facility should the Surplus Host Unit retire and does not submit a timely replacement request. The unit with a surplus GIA shall submit its replacement request one (1) year prior to the proposed Commercial Operation Date of the Replacement Generating Facility. For the Existing Generating Facility approved for suspension or in forced outage, the request for Generating Facility Replacement must be submitted prior to 25th cumulative month of suspension or forced outage within 5 years period. The request shall include the planned or actual date of cessation of operation for the Existing Generating Facility and the expected Commercial Operation Date for the Replacement Generating Facility. The expected Commercial Operation Date of the Replacement Generating Facility must be at least one (1) Calendar Day after the date the Existing Generating Facility ceases operations.

iii) The Interconnection Customer shall request only ER Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has only ER Interconnection Service. The request for NR Interconnection Service for the Replacement Generating Facility, when the Existing Generating Facility has only ER Interconnection Service, shall be submitted as a separate Interconnection Request and shall proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility. The Interconnection Customer may request either ER Interconnection Service or NR Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has NR Interconnection Service. Requests for ER or NR Interconnection Service that exceed the amount of Interconnection Service for the Existing Generating Facility shall be processed as a new Interconnection Request for the amount of such excess pursuant to Section 3.7.1.iv of this Attachment X to

the Tariff.

iv) If the Replacement Generating Facility requires Interconnection Service (MW) in excess of that of the Existing Generating Facility that is being replaced, Interconnection Customer shall initiate a separate request for Interconnection Service in an amount (MW) equal to the excess. Such Interconnection Request shall be assigned a new Queue Position, and proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility.

v) If the request for Generating Facility Replacement requests less Interconnection Service (MW) than that of the Existing Generating Facility that is being replaced, the owner shall be required to submit an Attachment Y Notice for the amount (MW) of such decrease in generating capacity to the Transmission Provider prior to the execution of the GIA of the Replacement Generating Facility or the election by the Interconnection Customer to proceed unexecuted. If the Interconnection Customer indicates in its Interconnection Request that the Reliability Assessment Study shall include analysis of a retirement scenario, the timing of the associated Attachment Y will supersede the requirements of Section 38.2.7 of the Tariff, as the Reliability Assessment Study completed as part of generator replacement process will determine the system impacts for the loss of the generation.

vi) Except as provided in Section 3.7.1(vi)(a) of this Attachment X, no request for Generating Facility Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the Generator Interconnection Agreement applicable to the Existing Generating Facility, or (2) the date of sale or other transfer of such Existing Generating Facility. When an Existing Generating Facility is owned by more than one party and such coownership has existed for at least twelve (12) months prior to the date that the request for Generating Facility Replacement has been made, the restrictions described in this paragraph on

transfers shall not preclude such co-owners from determining their respective ownership percentages in the Replacement Generating Facility, provided that the ownership interests in the Replacement Generating Facility is disclosed in the request of the Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement for Generating Facility Replacement. Upon submission of a request for Generating Facility Replacement, the Interconnection Customer shall not sell or otherwise transfer the Existing Generating Facility, the Replacement Generating Facility, nor assign the applicable Generator Interconnection Agreement except as provided in Section 3.7.1(vi)(a) of this Attachment X until such time as the Transmission Provider completes evaluation of the request for Generating Facility replacement unless the Interconnection Customer first withdraws such request for Generating Facility Replacement in writing. In the event that the Transmission Provider notifies Interconnection Customer that the request for Generating Facility Replacement has been granted, the prohibition on sales, transfers, or assignments not authorized by this Attachment X shall be extended in accordance with Section 3.7.5 of this Attachment X. For purposes of this Section 3.7.1 (vi), prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the *pro forma* Generator Interconnection Agreement or any analogous provision in the applicable GIA.

a. An Interconnection Customer may: (1) sell or otherwise transfer its Existing Generating Facility, (2) assign its Generator Interconnection Agreement; or (3) sell or otherwise transfer a Replacement Generating Facility to an entity or entities meeting the requirements of Section 3.7.1(vi)(a)(1) below without violating this Section 3.7.1(vi) if all of the following conditions are satisfied prior to such sale, assignment or transfer becoming effective:

    1. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement demonstrates to the Transmission

Provider that it both:

i. Holds, directly or indirectly, not less than a 25% ownership interest in each entity receiving the applicable assignment or transfer as demonstrated through documentation of: (1) shares or a partnership interests in the transferee/assignee; (2) a right to receive at least 25% of net proceeds from the sale of the transferred or assigned generating facility; or (3) another form of interest in the transferee/assignee that is recognized by the Commission as equivalent to an ownership interest;

ii. Has the documented right to direct the performance of such entity with respect to any obligation under MISO's Tariff and Generator Interconnection Agreement applicable to the transferred Generating Facility; and

2. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement and the entity that received the assignment or transfer commit in documentation to be supplied to the Transmission Provider prior to the effective date of any sale, assignment or transfer: (i) that the Interconnection Customer shall retain the ownership and control required by Section 3.7.1(vi)(a)(1) of this Attachment X until the Replacement Generating Facility achieves commercial operation in accordance with Section 3.7.5 of this Attachment X, unless the request for Generating Facility Replacement is denied or withdrawn; (ii) that the entity receiving the assignment or transfer under this section 3.7.1(vi) of this Attachment X agrees not to further sell, transfer or assign its interests in the Existing Generating Facility, Replacement

Generating Facility, or Generator Interconnection Agreement except in accordance with this Attachment X; and (iii) to provide the Transmission Provider upon request with documentation demonstrating continued compliance with the requirements of Section 3.7.1(vi) of this Attachment X at any time prior to the date that the applicable Replacement Generating Facility achieves commercial operation; and

3. The Interconnection Customer receives the consent of the Transmission Provider, which consent shall be granted upon the Transmission Provider determining that the proposed transfer(s) or assignment(s) comply with the requirements of Section 3.7.1(vi)(a) of these Generator Interconnection Procedures.

A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.1 (vi) or Section 3.7.1(vi)(a) of Attachment X shall void the request for Generating Facility Replacement.

3.7.1.1 Requirements for modification of Replacement Generating Facility Requests. The request to modify the Replacement Generating Facility shall be submitted any time prior to the commencement of the evaluation process for Generating Facility Replacement requests.

1) If the revised planned date of cessation of operation for the Existing Generating Facility is prior to the planned date of cessation of operation specified in original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation.

2) If the revised planned date of cessation of operation for the Existing Generating

Facility is after the planned date of cessation of operation specified in original request, a notification for Replacement Generating Facility must be submitted to the MISO Resource Utilization team (resourceretirement@misoenergy.org) at least thirty (30) Calendar Days prior to the original date that the Existing Generating Facility is planned to cease operation. The revised planned date of cessation must be at least one (1) Calendar Day before the Commercial Operation Date of the Replacement Generating Facility, including any extension provided and utilized under Section 4.4.4 of the GIP.

3) If the revised expected Commercial Operation Date for the Replacement Generating Facility is after the expected Commercial Operation Date for the Replacement Generating Facility in the original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation, unless the Existing Generating Facility is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage.

3.7.2 Evaluation Process for Generating Facility Replacement Requests.

The Transmission Provider will evaluate Generating Facility Replacement requests in the order in which they are submitted. The evaluation will consist of two studies: i) a Replacement Impact Study as set forth in Section 3.7.2.1 of the GIP, and ii) a Reliability Assessment Study as set forth in Section 3.7.2.2 of the GIP.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with the Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.7.2.1 Generating Facility Replacement—Replacement Impact Study.

The Replacement Impact Study will include analyses to determine if the Replacement Generating Facility has a material adverse impact on the Transmission System when

compared to Existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied. If the Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, such impacts shall be deemed a Qualified Change, and in order to move forward, the Interconnection Customer must submit all information and milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.3 of this GIP, be assigned queue priority as of the date such information and milestones are provided, and proceed through the Definitive Planning Phase cycle as an Interconnection Request for a new Generating Facility. In such event, the Interconnection Customer shall be subject to the timing and requirements of Section 38.2.7 of the Tariff for any retirement of the Existing Generating Facility.

3.7.2.2 Generating Facility Replacement—Reliability Assessment Study

The Reliability Assessment Study for the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date including any extension provided under Section 4.4.4 of the GIP of the Replacement Generating Facility shall evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of applicable the Electric Reliability Organization Standards and Transmission Owner planning criteria are caused by removing the Existing Generating Facility from service prior to the Commercial Operation Date of the Replacement Generating Facility. This study shall compare the conditions on the Transmission System that would exist if the Existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the Existing Generating Facility is online. The scope of Reliability Assessment Study may include stability analysis as necessary. The Existing Generating Facility shall be responsible for mitigating any reliability violation identified in the Reliability Assessment Study and may not cease operations until all mitigations are implemented or are in service. Mitigation for this interim period may, as applicable, include: (i)

redispatch/reconfiguration through operator instruction; and (ii) remedial action scheme or any other operating steps depending upon the type of reliability violation identified.

The Interconnection Customer may request in its Interconnection Request that the Reliability Assessment Study include an analysis equivalent to an Attachment Y study, as defined in Section 38.2.7 of the Tariff. The Transmission Provider shall include such analysis in the Reliability Assessment Study when requested. After completion of the Reliability Assessment Study with all reliability violations mitigated for the Existing Generating Facility, the Interconnection Customer may choose to submit an Attachment Y request to obtain suspension approval based on Reliability Assessment Study results before the GIA for the Replacement Generating Facility is executed or the Interconnection Customer elects to proceed unexecuted or sixty (60) days after the request for Generating Facility Replacement request is withdrawn.

3.7.3 Generating Facility Replacement - Notice to Proceed

Interconnection Customer requesting Generating Facility Replacement shall inform Transmission Provider within thirty (30) Calendar Days after having received results of the Replacement Impact Study and Reliability Assessment Study of its election to proceed and Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA. Interconnection Customer that fails to provide an election to proceed within thirty (30) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.7.4 Scope of Interconnection Facilities Study

Interconnection Facilities Study focusing on the Interconnection Facilities for the Replacement Generating Facility will start, if the Transmission Provider determines such a study is necessary, upon Interconnection Customer’s notice to proceed to the Transmission Provider after completion of the Replacement Impact Study and the Reliability Assessment Study. This Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities.

Transmission Provider shall use Reasonable Efforts to complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days.

3.7.5 GIA for Generating Facility Replacement.

Transmission Provider shall tender a draft *pro forma* GIA or GIAs or, if deemed appropriate, an amended GIA or GIAs that conforms to the *pro forma* GIA in effect at the time, within thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Generator Replacement if an Interconnection Facilities Study is not required or within thirty (30) Calendar Days after final Facility Study reports are provided to the Interconnection Customer. An Interconnection Customer that transferred or assigned a Replacement Generating Facility to one or more entities consistent with the requirements of 3.7.1(vi)(a) may elect for each such entity to receive a separate GIA for its Replacement Generating Facility. The draft *pro forma* GIA shall include updated appendices describing the timing of Generating Facility Replacement and a condition that the GIA or GIAs cannot be assigned and the Replacement Generating Facility cannot be transferred to any other Party, including an affiliate of the Interconnection Customer other than as allowed by Section 3.7.1(vi)(a) of this Attachment X, until such date as the applicable Replacement Generating Facility achieves commercial operation. A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.5 shall be void and constitute a material breach of the GIA.

If the MW of a Generating Facility Replacement request is less than the MW of the Existing Generating Facility that is being replaced, the Interconnection Customer cannot make any additional Generating Facility Replacement requests after the first GIA for the Generating Facility Replacement is executed or the Interconnection Customer elects to proceed unexecuted.

3.8 Identification of Contingent Facilities.

MISO identifies Contingent Facilities using the following three methods:

i. Review all transmission facilities included in Interconnection System Impact Studies performed for an Interconnection Request that are: (1) listed in Appendix A of the Transmission Provider's Transmission Expansion Plan (MTEP) that are not yet in service, unless the Transmission Provider determines through the exercise of engineering judgment and after consultation with the applicable Transmission Owner(s), that such project does not address an existing overload and will not impact the injection of the Interconnection Request, such as age related line renewal projects that are not Baseline Reliability Project; or (2) identified as Network Upgrades through the System Impact Studies for higher queued Interconnection Requests that are not yet in service. Contingent Facilities shall be identified from this list as those facilities that meet the following criteria:
   a. Power Transfer Distribution Factor or Outage Transfer Distribution Factor ≥ 5% and;
   b. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 5 MW, and;
   c. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 1% of the Facility Rating.

ii. All Network Upgrades identified in the Final System Impact Study for a given Interconnection Request pursuant to Section 7.3.3.3 of this GIP.

iii. Coordination with applicable Affected System parties to determine what Contingent Facilities have been identified through Affected System studies based on their respective criteria.

The Contingent Facilities identified for a given Interconnection Request are the total of all facilities identified through each of the foregoing three methods as well as all JTIQ Upgrades included in a JTIQ Portfolio that meet one of these foregoing methods, for which the Interconnection Customer has been designated for inclusion in the JTIQ

Participation Group. Transmission Provider shall provide an initial list of Contingent Facilities at the start of the Interconnection Customer Decision Point II, which list shall include facilities identified in the Revised System Impact Study performed pursuant to Section 7.3.2.3, and the final list of Contingent Facilities shall be documented in Appendix A of the Generator Interconnection Agreement for such Interconnection Request. The estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility shall be provided in Appendix A of the Generator Interconnection Agreement for such Interconnection Request when this information is readily available and not commercially sensitive.

3.9 Expedited Resource Addition Study.

3.9.1 Requirements for Expedited Resource Addition Study.

A request for processing through the Expedited Resource Addition Study made by an Interconnection Customer must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

1. The Interconnection Request shall be accompanied by a written verification from the RERRA (or its documented representative) where the load to be served by the Generating Facility is located, subject to the procedures or methods the RERRA requires, that either:

    i. the new, incremental load addition claimed by the Interconnection Customer is valid and not otherwise included in a resource plan or other process under the RERRA's purview.

        a. The RERRA (or its documented representative) may provide such written verification in conjunction with another state or municipal agency or official (e.g. economic development authority or governor's office) to

verify the new, incremental load addition above.

or

ii. the Generating Facility proposed by the Interconnection Customer will address a resource adequacy deficiency as determined by the RERRA, State, Load Serving Entity, or Interconnection Customer. The determination can be supported by:
    a. A state energy forecast, or other forward-looking forecast;
    b. Commencement of a state proceeding;
    c. Review of a RERRA, LSE, or other state resource plan or document, which may include, but is not limited to: integrated resource plans, procurement plans, or other plan or study types;
    d. Response to a Request for Proposals (RFP); or
    e. Other process, or delegation of authority, as determined by the RERRA or RERRA regulations (including in retail choice states).

or

iii. If an Interconnection Customer's new Generating Facility will address a resource adequacy deficiency and will either:
(1) serve retail choice load located in a state that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather-adjusted retail sales;

or

(2) serve load in a retail choice state and will be located in a retail choice state other than one that limits the amount of load that can select retail choice to a percentage of the electric utility's average

weather adjusted retail sales,

then the Interconnection Customer will indicate the specific load on the Interconnection Request in Section 4.s of Appendix 1 and provide the evidence of determination in (ii) above, but will not be required to include a written verification from a RERRA as described in section 3.9.1(i) or (ii). The Transmission Provider shall notify the respective RERRA that an Interconnection Request for a new Generating Facility has been submitted requesting processing through the Expedited Resource Addition Study process and transmit a copy of the Interconnection Request to the respective RERRA. The RERRA shall have 10 Business Days from the date of the Transmission Provider's notification and the simultaneous transmittal of the copy of the Interconnection Request to notify the Transmission Provider that the Interconnection Request should not be considered in the ERAS process. If no such notice is received at the end of 10 Business Days or if the RERRA notifies the Transmission Provider of its non-opposition prior to the end of the 10 Business Days, the Interconnection Request shall be studied through the Expedited Resource Addition Study process provided it meets the requirements listed in Section 3.3.1 and Section 3.9.2.

A RERRA's written verification is not intended to constitute or provide evidence of any final determination of need or suitability of the project for any purpose by the issuing entity beyond requesting that the Transmission Provider apply the ERAS process for such project.

and

2. An executed agreement evidencing that the projects submitted for ERAS processing is intended to be used by the entity with the claimed resource adequacy and/or reliability need. Such agreement shall take one of the

following forms:

a. A Load Serving Entity acknowledgement to self-supply;
b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the project for ERAS consideration and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);
c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or
d. Other agreement between the entity submitting the Interconnection Request, including the RERRA verification letter as appropriate, and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the ERAS project will be used to meet an identified resource adequacy deficiency.

No changes shall be made to the ERAS Interconnection Request after submission.

3.9.2 Evaluation Process for Expedited Resource Addition Study.

The Transmission Provider will evaluate Expedited Resource Addition Study requests in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum number of the ERAS Interconnection Requests studied in the ERAS process to no more than 68 projects total until the sunset date noted in Section 3.9.9. The Transmission Provider has carved out a maximum of 8 Interconnection Requests of the total 68

Interconnection Requests that may be submitted in accordance with 3.9.1.1(iii) to serve retail choice load and 10 Interconnection Requests of the total 68 Interconnection Requests that may be submitted by Independent Power Producers (IPPs) with agreements with entities other than Load Serving Entities to ERAS until the sunset date noted in Section 3.9.9. The remaining 50 Interconnection Requests of the total 68 Interconnection Requests may be submitted by IPPs or Load Serving Entities (LSEs) to serve non-retail choice load.

Interconnection Requests submitted by IPPs with agreements with entities other than LSEs to ERAS will be counted first towards the 10 Interconnection Requests cap of the total 68 Interconnection Requests before the 50 Interconnection Requests to serve non-retail choice load. After the 10 Interconnection Requests submitted by IPPs with agreements with entities other than LSEs are accepted by the Transmission Provider, any subsequent Interconnection Request submitted by IPPs will count toward the remaining 50 Interconnection Requests to serve non-retail choice load.

The Transmission Provider will limit the maximum size of each ERAS Quarterly Study Period to no more than 15 Interconnection Requests. If more than 15 Interconnection Requests are submitted for one ERAS Quarterly Study Period, those surpassing the limit will be studied in a subsequent ERAS study cycle in the order in which they were submitted. If an ERAS Interconnection Request is within a similar geographical area or impacts the same constraint as another ERAS Interconnection Request within the same ERAS Quarterly Study Period, as defined in the Generator Interconnection Business Process Manuals, then the later submitted request(s) will be studied in a subsequent ERAS study cycle.

An Interconnection Request that does not meet the requirements of ERAS per Section 3.9.1 will be notified by the Transmission Provider and automatically moved to the standard Definitive Planning Phase queue unless the customer chooses to opt out by notifying Transmission Provider. If deemed ineligible for

the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Customer submitting an Interconnection Request to a standard Definitive Planning Phase queue may also submit a request for ERAS for evaluation. If the request meets the requirements for ERAS processing set forth in Section 3.9.1, the Interconnection Request seeking processing through the standard Definitive Planning Phase queue must be withdrawn from the Definitive Planning Phase queue prior to ERAS kickoff. Upon withdrawing from the Definitive Planning Phase queue, the project will forfeit its Non-Refundable Deposit D1 and will be subject to penalties per Sections 7.6.2.1.1 and 7.8.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ERAS if they meet the requirements for ERAS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the ERAS requirements in Section 3.9.1. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to ERAS after a period of one year from the withdrawal date.

3.9.3 The Study.

The Interconnection Study for ERAS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study ERAS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each

Interconnection Request individually in a serial fashion based on their submission date per ERAS Quarterly Study Period. The study will result in a Final System Impact Study and any associated Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

3.9.4 Notice to Proceed to EGIA.

Interconnection Customer requesting to be included in ERAS shall inform Transmission Provider of its election to proceed within five (5) Calendar Days after receiving the draft results of the Expedited Resource Additions Study. Interconnection Customer that fails to provide an election to proceed within five (5) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP. EGIA execution shall occur no later than 30 Calendar days after receiving Interconnection Customer's election to proceed.

3.9.5 GIA for Expedited Resource Addition Study Projects (EGIA).

Transmission Provider shall tender a draft *pro forma* EGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for ERAS, within five (5) Business Days after the Customer provides notice to proceed to EGIA negotiations. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft EGIA, the draft EGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the EGIA, the ERAS

Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11. 4 of these GIP.

Transmission Provider shall include in the final EGIA any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final EGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.9.6 Expedited Resource Addition Study Refunds.

3.9.6.1 Refunds of Expedited Resource Addition Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Expedited Resource Addition Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.9.6.2 Refunds of Expedited Resource Addition Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Expedited Resource Addition Study entry milestone (M2) upon withdrawal prior to execution of the EGIA. Interconnection Customers that terminate the EGIA after execution are eligible to receive a refund of the remaining M2 milestone payment.

3.9.6.3 Applicability of Expedited Resource Addition Milestone Payment (M2) to Expedited Generator Interconnection Agreement Initial

Payment.

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Expedited Resource Addition Study milestone to the appropriate Transmission Owner to satisfy the initial payment requirement of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement. The Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event that the Interconnection Customer withdraws and terminates its EGIA after execution of the EGIA by all parties or after EGIA is filed unexecuted the Interconnection Customer will be liable for the Network Upgrades documented in the EGIA and corresponding FCAs or MPFCAs, including those Network Upgrades arising from the Affected System Study process.

3.9.7 Transfer of Ownership of Expedited Resource Addition Study request.

An Interconnection Customer participating in the Expedited Resource Addition Study may transfer its Interconnection Request to another entity only after execution of the EGIA or filing the EGIA unexecuted. The new entity must maintain the eligibility requirements per Sections 3.3.1 and 3.9.1.

3.9.8 Modifications of Expedited Resource Addition Study request.

After entering the Expedited Resource Addition Study as defined in Section 3.9.3, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4. An ERAS Interconnection Request that is deferred to the next available ERAS Quarterly Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the ERAS Quarterly Study Period in which its application is studied. At the completion of the Expedited Resource Addition Study, the Commercial Operation Date and In-Service Date shall be set forth in the EGIA.

3.9.9 Sunset of Expedited Resource Addition Study process.

Following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will terminate the ERAS process at the earlier of the completion of sixty-eight ERAS Interconnection Request studies or December 31, 2027. In the event the Transmission Provider determines the sunset date should be extended, the Transmission Provider shall submit an additional filing to the Commission pursuant to Section 205 of the Federal Power Act seeking such later sunset date. Upon termination of ERAS, the Transmission Provider will no longer accept new ERAS Interconnection Requests. Any ERAS Interconnection Requests accepted but cannot be studied due to the sunset of the ERAS process will automatically move to the standard Definitive Planning Phase queue unless the customer chooses to withdraw. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

3.10 Penalties for Failure to Meet Study Deadlines.

(1) Transmission Provider or Transmission Owner(s), as applicable, shall be subject to a penalty if it fails to complete a Group Study, Interconnection Facilities Study, Affected System Study, or Affected System Network Upgrade facilities study or a restudy of any

of the foregoing by the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or any other agreements filed with the Commission.

(2) For purposes of determining compliance with this Section and the calculation of penalties, the applicable study period is the time to complete the studies identified in Section 3.9(1), not including model review, Interconnection Customer review of draft study reports, and Decision Point as provided in Sections 7.1 through 7.3 of this GIP. Excluding the Interconnection Facilities Study, the study period for all applicable studies shall begin the day after the applicable study's model review period ends, as set forth in Section 7 of this GIP. The study period shall conclude when the draft study report for the applicable study is posted or otherwise transmitted to Interconnection Customers. For Interconnection Facilities Study, the applicable study period shall be ninety (90) Calendar Days, starting when Transmission Provider submits to the applicable Transmission Owner(s) a statement of work and purchase order and ending when the draft study report is transmitted to Interconnection Customers pursuant to Sections 7.3.2.5 and 7.3.3.4.

(3) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for each late Group Study, Group Restudy, or Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from Transmission Provider's interconnection queue before the conclusion of the applicable study in proportion to each Interconnection Customer's final study costs.

(4) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for a late Affected System Study or Affected System Network Upgrade facilities study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study, or Affected System Network Upgrade facilities study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study costs.

(5) For delayed studies performed by a Transmission Owner, or its subcontractor or delegee, the Transmission Provider shall invoice the applicable Transmission Owner(s)

who performed the delayed study for the amount of the penalty calculated in accordance with Section 3.9(6) and (7). within fifteen (15) Business Days after the date that the final study report for the delayed study is posted to OASIS or MISO's public website.
The invoiced Transmission Owner(s) shall remit the invoiced amount to the Transmission Provider not later than forty-five (45) Calendar Days after the date of such invoice. Payment of such funds to the Transmission Provider shall not constitute an admission of liability for the delay or prejudice the ability of the applicable Transmission Owner(s) or Transmission Provider to seek relief from such penalties from the Commission or recover penalty amounts from others as provided in Section 3.9(8) of these GIP. The Transmission Provider shall hold all penalty amounts collected pursuant to this subsection during the pendency of any appeal to the Commission or reassignment proceeding for such penalties authorized by Section 3.9(8) of these GIP or until the deadline for initiating such a proceeding has expired in the event such a proceeding has not been initiated. Thereafter, the Transmission Provider shall distribute to the applicable Interconnection Customer(s) or refund to the paying Transmission Owner(s) all collected funds as required by this Section 3.9 or otherwise ordered by the Commission.
(6) Any study delay penalty shall be distributed by forty-five (45) Calendar Days after the later of: (a) the date that the final Interconnection Facilities Studies report has been posted at the end of Phase III for the applicable study group that experienced a study delay, (b) the conclusion of a proceeding regarding such study delay as provided in Section 3.9(9) of these GIP, or (c) the date MISO receives the full penalty payment(s) from the party(ies) responsible for the delay.
(7) For penalties assessed in accordance with this Section, the penalty amount will be equal to: $1,000 per Business Day for delays of Group Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays of Group Re-Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays late Affected System Study or Affected System Network Upgrade facilities study beyond the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or other agreement filed with the Commission as provided in Section 8 of this GIP; and $2,500 per Business Day for delays of the Interconnection

Facilities Studies beyond the applicable deadline set forth in this GIP.

(8) The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of Study Deposit 2 (D2) received for all of the Interconnection Requests in the Cluster for Group Studies and Group Restudies; (b) one hundred percent (100%) of the Study Deposit 2 (D2) received for the single Interconnection Request in the study for Facilities Studies; and (c) one hundred percent (100%) of the study cost(s) that Transmission Provider collects for conducting the Affected System Study.

(9) Transmission Provider or Transmission Owner(s), as applicable, may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the posting of the final DPP Phase III Final System Impact Study results to OASIS or MISO's public website for the study group that experienced a delayed study. While an appeal to the Commission is pending, Transmission Provider or applicable Transmission Owner(s) shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the Commission's final determination. The Commission may excuse Transmission Provider or applicable Transmission Owner(s) from penalties under this Section for good cause. Transmission Provider or Transmission Owner(s) assessed a penalty under this Section may submit a filing to the Commission under Section 205 of the Federal Power Act to recover costs of any study delay penalty imposed from a party or parties that contributed to the delay.

(10) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the Transmission Provider or applicable Transmission Owner(s) missed the applicable study deadline.

(11) The deadline for a relevant study may be extended thirty (30) Business Days from the original, applicable study deadline if: (a) Transmission Provider or Transmission Owner(s), as applicable, needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an

extension. No penalty shall be assessed to Transmission Provider or applicable Transmission Owner(s) missing the original study deadline if the study deadline is extended pursuant to this subsection.

(12) No penalties shall be assessed until the third Group Study cycle after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(13) Transmission Provider must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, Transmission Provider must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. Transmission Provider must post on its OASIS or its website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. Transmission Provider must maintain the quarterly measures posted on its OASIS or its website for three (3) calendar years with the first required posting to be the third Group Study cycle with an application deadline after July 28, 2025.

3.11 Additional Requirements for Interconnection Requests Seeking ZG Interconnection Service

A request for ZG Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

i. An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Load including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

ii. An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG

Associated Load, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities. Any proposed Generating Facility requesting ZG Interconnection Service must have a Point of Interconnection that is located at the same voltage level of the same interconnection substation as the Point(s) of Withdrawal for the ZG Associated Load it will serve.

iii. The proposed Generating Facility requesting ZG Interconnection Service must not require the construction of Network Upgrades beyond the substation where the Point of Interconnection is located other than System Protection Facilities.

iv. The Interconnection Request for ZG Interconnection Service must be submitted to the Transmission Provider by the Interconnection Customer at least 180 days prior to the earlier of: (a) the Commercial Operation Date for the Generating Facility seeking ZG Interconnection Service or (b) for a ZG Associated Load not already in service as of the date the Interconnection Service is submitted, the need-by date for such ZG Associated Load. The Interconnection Request for ZG Interconnection Service shall include the expected Commercial Operation Date for the Generating Facility and the need-by date for the ZG Associated Load.

v. The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.

vi. The Interconnection Request for ZG Interconnection Service must include the modeling and other technical data described in the Generator Interconnection Business Practices Manual for the ZG Associated Load to enable the Transmission Provider to model such Load in ZG Interconnection Service studies.

vii. The Interconnection Request for ZG Interconnection Service shall be accompanied by an executed agreement evidencing that the full output of the Generating Facility for which ZG Interconnection Service is sought is intended to be used by the entity(s) with the ZG Associated Load. Such agreement shall take one of the following forms and state an expected term of at least five years to align with MISO's transmission planning horizon as described in Section I.D.1.b.i of Attachment FF to the Tariff:

a. A Load Serving Entity acknowledgement to self-supply its ZG Associated Load;

b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for ZG Interconnection Service and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

d. Other agreement between the entity submitting the Interconnection Request, and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the Generating Facility will be used to provide its full output to the ZG Associated Load; or

e. An acknowledgement by the Interconnection Customer that it is the entity that owns the ZG Associated Load that such entity is both permitted by applicable law and intends to self-supply its ZG Associated Load through using onsite generation.

ix. An Interconnection Request for ZG Interconnection Service shall not include a request for any other type of Interconnection Service (e.g., ERIS or NRIS). This paragraph shall not be construed to prevent an Interconnection Customer from submitting a separate Interconnection Request for another type of Interconnection Service for the same Generating Facility using the process specified by these Generator Interconnection Procedures for such request type. In the event that an Interconnection Customer obtains another form of Interconnection Service for the same Generating Facility, such service shall be deemed to supersede any previously-granted ZG Interconnection Service upon its effective date.

3.11.1 Requirements for modification of Interconnection Service Requests seeking ZG Interconnection Service

No changes shall be made to an Interconnection Request seeking ZG Interconnection Service after submission except that in the event that the ZG Associated Load designates or changes its proposed Point(s) of Withdrawal subsequent to the Interconnection Customer submitting its Interconnection Request for ZG Interconnection Service such that the ZG Associated Load would not have a Point of Withdrawal at the same substation and voltage level as the Point of Interconnection, the Interconnection Customer shall be required to move its proposed Point of Interconnection to match the substation and voltage level of the Point(s) of Withdrawal as described in Section 4.4 of these GIP. In the event that the POW changes after the Interconnection Customer receives an effective ZGIA, the parties shall amend such ZGIA to align the POI with the new location of the POW and change the Commercial Operation Date to a date no earlier than 180 days after the date the Transmission Provider was notified of such POW change. No delivery of Energy to the ZG Associated Load shall be allowed to occur prior to such revised date without the prior written consent of the Transmission Provider. An Interconnection Customer seeking to make changes other than those authorized by this Section 3.11.1 may withdraw its ZG Interconnection Request and resubmit as a new application with new deposits.

3.11.2 Evaluation Process for ZG Interconnection Service Interconnection Requests

The Transmission Provider will evaluate Interconnection Service requests seeking ZG Interconnection Service in the order in which they are submitted. The evaluation will consist of a ZG Impact Assessment as set forth in Section 3.2.5.2.1 and a ZG Facilities Study as set forth in Section 3.2.5.2.2.

The Transmission Provider will limit the maximum size of each ZG Quarterly Study Period to no more than 10 Interconnection Requests. If more than 10 Interconnection Requests are submitted for one ZG Quarterly Study Period, those

surpassing the limit will be studied in a subsequent ZG Quarterly Study Period in the order in which they were submitted.

The Transmission Provider shall use Reasonable Efforts to complete the ZG Impact Analysis and for all Interconnection Requests included in a ZG Quarterly Study Period and share results with the applicable Interconnection Customer within ninety (90) Calendar Days of the date that the Transmission Provider commences the applicable ZG Quarterly Study Period. Transmission Provider shall use Reasonable Efforts to complete each portion of the ZG Facilities Study within ninety (90) Calendar Days of the date such portion commences.

Transmission Provider shall include in the final study report for the ZG Impact Analysis any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ZG interconnection Service process if they meet the requirements for ZG Interconnection Service. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the requirements for an Interconnection Request for ZG Interconnection Service set forth in Section 3.11. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection Request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to the ZG Interconnection Service study process after a period of one year from the withdrawal date.

3.11.3 ZG Interconnection Service - Notice to Proceed

Interconnection Customer requesting ZG Interconnection Service shall inform Transmission Provider within five (5) Business Days after having received results of the ZG Impact Analysis of its election to proceed and Transmission Provider will complete the ZG Facilities Study and then tender a draft ZG Interconnection Agreement. If the Interconnection Customer fails to provide a notice of its election to proceed within five (5) Business Days after having received the results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

3.11.4 ZGIA for ZG Generating Facility

Transmission Provider shall tender a draft *pro forma* ZGIA or ZGIAs or, if deemed appropriate, an amended ZGIA or ZGIAs that conforms to the *pro forma* ZGIA in effect at the time, within five (5) Business Days after the Interconnection Customer communicates its election to proceed with ZG Interconnection Service, and complete any unfinished portion of the Facilities Study and tender the results to Interconnection Customer within the timeframe specified in Section 3.11.2 of these GIP.

3.12 Large Load Addition Resource Study

3.12.1 Pre-Submission Coordination Process

The LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

Prior to the applicable Transmission Owner submitting a LARS Application, the potential LARS Interconnection Customer and the Transmission Owner shall

meet and agree on a definitive Point of Interconnection for the LARS Generating Facility. The potential LARS Interconnection Customer shall notify the Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect forty-five (45) Calendar Days prior to LARS Application deadline to request a meeting on the Point of Interconnection. The Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect shall meet with the LARS Interconnection Customer and any other impacted parties deemed necessary to determine a definitive Point of Interconnection within ten (10) Business Days after receiving a request for such meeting and promptly identify any information needed from Interconnection Customer to enable the Transmission Owner to agree on a definitive Point of Interconnection.

The Transmission Owner will have a minimum of fifteen (15) Business Days to provide an attestation and approve a valid Point of Interconnection. The Transmission Owner and LARS Interconnection Customer shall jointly agree upon a feasible Point of Interconnection no later than ten (10) Business Days prior to the next LARS Application deadline as published on the MISO public website. An Interconnection Request seeking LARS Interconnection Service must include an attestation that the Transmission Owner and LARS Interconnection Customer have agreed upon the Point of Interconnection for the Generating Facility for which LARS processing is sought.

3.12.2 Requirements for Large Load Addition Resource Study

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment FF and Attachment X to the Tariff as well as the requirements set forth below.

A LARS Application for processing through the Large Load Addition Resource

Study must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

i. The Interconnection Request shall be accompanied by an agreement executed by the Interconnection Customer and either the LARS Associated Transmission Customer or the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility for which LARS processing is sought shall be used to provide energy to the LARS Associated Load. Such agreement shall take one of the following forms and state a minimum term of at least five (5) years to align with MISO's transmission planning horizon as described in Section I.D.1.b.ii of Attachment FF to the Tariff:

   a. A power purchase agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for LARS processing and the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

   b. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the LARS Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

   c. For Load Serving Entities (or an Alternative Retail Electric Supplier or equivalent in a retail choice state), evidence of other types of agreements that provide that the generation is intended to serve the LARS Associated Load customer. These agreements include, but are not limited to, a special contract, a large load tariff agreement, or retail service agreement.

ii. The Interconnection Request shall include as an attachment documentation demonstrating that electromagnetic transient (EMT) modeling requirements have been met for inverter-based resource (IBR) generation as specified in

MISO Business Practices Manual.

iii. The Interconnection Request must demonstrate 100% site control of the POI at the time of the LARS Application submission. The demonstration of 100% site control must include: 100% generator and Interconnection Customer Interconnection Facility (ICIF) site control, which must be attached to the LARS Application.

iv. The Interconnection Request shall include a one-line diagram showing the Generating Facility(ies) and associated electrical equipment with appropriate rating and impedance information.

v. The Interconnection Request shall include a detailed power flow model for the proposed Generating Facility that includes the Point of Interconnection for the Interconnection Request and any proposed system protection facilities. Such model must be submitted in a format specified by the Generator Interconnection Business Practices Manual and align with the data provided in the Interconnection Request, including the one-line diagram required in Section 3.12.2.iv of these GIP.

vi. An Interconnection Request seeking LARS processing shall request NRIS Interconnection Service in an amount that is both: (1) not less than 200 MW, and (2) not more than 150% of the peak Demand of the LARS Associated Load.

vii. The Interconnection Request seeking LARS processing shall specify a Commercial Operation Date for the Generating Facility and a date by which the LARS Associated Load shall commence service for the full amount of transmission service requested in the LARS Application that is not later than three (3) years from the date such Interconnection Request is submitted.

viii. If the Interconnection Customer plans to elect the option to build, then the Interconnection Request seeking LARS processing shall elect the option to build upon submission of the LARS Application and must meet all the option to build requirements identified in Sections 7.3.2.5 and 7.3.3.5 upon submission to Transmission Provider. The Interconnection Customer may not

defer its decision to elect the option to build to later in the process.

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,
2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided that they:
    a. Be located in the same LRZ as the LARS Associated Load,
    b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,
    c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The Interconnection Service for the LARS Associated Load does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically

allowed by state laws and regulations. Interconnection Service granted through LARS does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. LARS Interconnection Customers and LARS Associated Transmission Customers are separately responsible for adhering to all Applicable Laws and Regulations.

The requirements of Section 3.3.3 apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

3.12.3 Evaluation Process for Large Load Addition Resource Study Interconnection Request.

The Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Request included in an active Definitive Planning Phase that

has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to LARS if they meet the requirements for LARS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the LARS requirements in Section 3.12.2. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to LARS after a period of one year from the withdrawal date.

3.12.4 The Study.

The Interconnection Study for LARS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study LARS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each Interconnection Request, including the LARS Associated Load, individually in a serial fashion based on their submission date per LARS Study Period. The LARS interconnection study will result in a Final LARS System Impact Study and any associated LARS Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final LARS study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

Mitigations developed to address violations observed in only the transmission studies shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address common violations observed in both the transmission study and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

3.12.5 Notice to Proceed to LLGIA.

Interconnection Customer requesting to be included in LARS shall inform Transmission Provider of its election to proceed within five (5) Business Days after receiving the draft results of the Large Load Resource Additions Study. An Interconnection Customer's failure to provide an election to proceed within five (5) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.12.6 GIA for Large Load Addition Resource Study Projects (LLGIA).

Transmission Provider shall tender a draft *pro forma* LLGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for LARS, no later than 90 Calendar Days after the date LARS studies commence for such Interconnection Request with a confirmed Notice to Proceed. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft LLGIA, the draft LLGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the LLGIA, the LARS Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11.4 of these GIP.

Transmission Provider shall include in the final LLGIA any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final LLGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.12.7 Large Load Addition Resource Study Refunds.

3.12.7.1 Refunds of Large Load Addition Resource Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.12.7.2 Refunds of Large Load Addition Resource Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Large Load Addition Resource Study entry milestone (M2) upon withdrawal prior to execution or unexecuted filing of the final LLGIA. Interconnection Customers that terminate the LLGIA after execution or unexecuted filing are eligible to receive a refund of the remaining M2 milestone payment.

3.12.7.3 Applicability of Large Load Addition Resource Study Milestone Payment (M2) to Large Load Generator Interconnection Agreement Initial Payment.

In the event the Interconnection Customer has elected to make its

milestones in the form of cash, Transmission Provider will transfer the Large Load Addition Resource Study milestone to the appropriate Transmission Owner to satisfy the initial payment requirement of the Large Load Generator Interconnection Agreement, TCA or other applicable service agreement within the timeline specified in the Appendix B of the LLGIA. Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the LLGIA or other applicable construction agreements. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

3.12.7.4 Termination of LLGIA and/or Withdrawal of Large Load.

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load may go through MTEP and during that transition may be subject to similar limitations if the load's Service Commencement Date is prior to the date LARS Generating Facility

commences commercial operation.

In the event that the LARS Associated Load is withdrawn from LARS or ceases use of the Transmission Service granted through LARS within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, then operations of the Generating Facility shall be subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") for a one year period until termination as set forth in Article 2.3.1 of the Attachment X Appendix 6. An Interconnection Customer that desires to continue injections shall be required to obtain Interconnection Service through the DPP as described in Attachment X. The LLGIA will be terminated after the period specified in Article 2.3.1. Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS

Associated Load is withdrawn, the load may go through the applicable MTEP study process.

3.12.8 Transfer of Ownership of Large Load Addition Resource Study Interconnection Request.

An Interconnection Customer or LARS Associated Load Customer participating in the Large Load Addition Resource Study may not transfer its Interconnection Request to another entity.

3.12.9 Modifications of Large Load Addition Resource Study Request.

After submission of the LARS Application, no modification to the Interconnection Request or any of its parameters, including any information provided by the Transmission Owner such as the agreed-upon Point of Interconnection, is permitted under Section 4.4 or otherwise prior to the execution or unexecuted filing of the final LLGIA. Any modification made by the Interconnection Customer, LARS Associated Transmission Customer, or Transmission Owner prior to the execution or unexecuted filing of the final LLGIA shall cause the LARS Interconnection Request to be deemed withdrawn.

After entering the Large Load Addition Resource Study as defined in Section 3.12.4, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4 except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied. At the completion of the Large Load Addition Resource Study, the Commercial Operation Date and Service Commencement Date for the LARS Associated Load shall be set forth

in the LLGIA.

Consistent with Article 2.3.1 of the LLGIA, once that LLGIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the specified Commercial Operation Date set forth in the LLGIA, such specified Commercial Operation Date as set forth in the LLGIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the LLGIA if the Generating Facility has still failed to reach Commercial Operation.

SECTION 4. QUEUE POSITION.

4.1 General.

Transmission Provider shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.3 of this GIP. All Interconnection Requests submitted and validated in a single Group Study shall be considered equally queued. Transmission Provider shall assign a Queue Position based upon the initial date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information or materials included with the application form, and Interconnection Customer or MHVDC Connection Customer provides such information in accordance with Section 3.3.1, then Transmission Provider shall assign Interconnection Customer or MHVDC Connection Customer a Queue Position based on the initial date and time of receipt of the Interconnection Request. Moving a Point of Interconnection or Point of Connection shall result in a reassignment of the Queue Position except as otherwise noted in Section 4.4.

The Definitive Planning Phase Queue Position will be established based upon the date and time Interconnection Customer or MHVDC Connection Customer initially submits

its Interconnection Request provided that Interconnection Customer subsequently satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase and the Interconnection Request is accepted as valid by the Transmission Provider. The Definitive Planning Phase Queue Position will also be used for the determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request, except for Group Studies. The determination of cost responsibility for common facilities necessary to accommodate two or more Interconnection Requests participating in a Group Study may depend on factors other than the Definitive Planning Phase Queue Position. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Transmission Provider may perform an Interconnection Study out of queue order at any time to the extent warranted by Good Utility Practice based upon: 1) the electrical remoteness of the Generating Facility or MHVDC Transmission Line or 2) the request of Interconnection Customer or MHVDC Connection Customer, if Transmission Provider concurs with the request and has the resources to do the study provided Interconnection Customer or MHVDC Connection Customer accepts the financial risk that study resources may be reassigned, that its Interconnection Request is subject to review and restudy in queue order, and that its GIA or TCA may be amended to reflect a reassignment of upgrades as Interconnection Studies of higher queued Interconnection Requests are completed. Interconnection Customer or MHVDC Connection Customer may request the Transmission Provider's concurrence 1) in connection with a resource solicitation process, 2) when Interconnection Customer or MHVDC Connection Customer proposes to replace equipment due to catastrophic failure and such replacement is determined to be Qualified Change, and 3) for other reasons specific to Interconnection Customer or MHVDC Connection Customer.

4.1.1 Limitation on queue study cycle size

4.1.1.1 The Transmission Provider will determine the maximum size of each Definitive Planning Phase study cycle (in MW) on a study region basis. The limit will be based on fifty-percent (50%) of the subregional non-coincident peak load in the summer peak study model. Projects with approved exemptions as noted in Sections 4.1.2.1 through 4.1.2.3 shall have priority in each Definitive Planning Phase study cycle limit.

The Transmission Provider shall post the MW value determined for a study group in accordance with this Section on the Transmission Provider's website at least ten (10) Business Days prior to the application deadline of that Definitive Planning study cycle.

4.1.1.2 The Interconnection Request shall be included in the Definitive Planning Phase study cycle based on the earliest date and time of submission of Interconnection Requests until the maximum MW cap for the applicable study region is met. Five (5) Business Days after the applicable maximum MW limit has been met, the Transmission Provider shall post the initial list of Interconnection Requests included in the study group for the upcoming study cycle on Transmission Provider's website.

4.1.1.3 No later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle, the Transmission Provider shall replace any Interconnection Requests that have been withdrawn from such Definitive Planning Phase study cycle after any applicable cure period with Interconnection Requests previously submitted but determined to exceed the maximum Definitive Planning Phase study cycle limit for that study region determined pursuant to section 4.1.1.1 of this GIP. The Transmission Provider shall select Interconnection Requests to replace withdrawn Interconnection Requests in the same study region based on the earliest date and time stamp of such

Interconnection Requests until the maximum MW cap is met. The Transmission Provider shall notify such Interconnection Customers that their Interconnection Requests will be included in the study group no later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle.

4.1.1.4 Projects that have submitted a complete application and required deposits and milestone payments that were not included in a given DPP study cycle will maintain their position, as long as the application remains valid, to enter the next available study cycle.

4.1.1.5 Upon conclusion of the third DPP study cycle following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will conduct a review of the effectiveness of the limitation on queue study cycle size with stakeholders and determine whether to terminate or modify the queue size limitation. In the event the Transmission Provider determines not to file modifications or a termination of the queue size limitation, the Transmission Provider shall submit an informational report to the Commission describing the results of this review upon completion of the stakeholder process.

4.1.2 A valid Interconnection Request submitted for a DPP study cycle to which the provisions of Section 4.1.1 of this GIP apply, shall be included in such study cycle up to, but not to exceed, the limit, if the Transmission Provider receives documentation included with Interconnection Request demonstrating that one of the following exemptions applies to such Interconnection Request:

4.1.2.1 The Interconnection Request seeks to convert ERIS service previously granted to an Existing Generating Facility to NRIS for the same Existing

Generating Facility without requesting any additional increase in the service levels.

4.1.2.2 The Interconnection Request seeks to add incremental new service to a Replacement Generating Facility that has an effective GIA.

4.1.2.3 The Interconnection Request is for a Generating Facility that has completed the requirements of this GIP, including the requirements of Section 7.9.1, to request a Provisional Generator Interconnection Agreement (PGIA). In the event that an Interconnection Customer or MHVDC Connection Customer withdraws its requested PGIA after the thirty (30) Calendar Day timeline as noted in Section 4.1.1.3, then the Interconnection Request associated with that requested PGIA shall be withdrawn. The Interconnection Request shall also forfeit milestones in accordance with Section 7.9.3**.**

Transmission Provider may include the types of documentation required to demonstrate that one of the foregoing exemptions applies in the Generator Interconnection Business Practices Manual.

4.2 Group Study Organization of Interconnection Studies.

Interconnection System Impact Studies shall, and Interconnection Facilities Studies may, be performed in a Group Study format, whenever applicable, in the Definitive Planning Phase, except when a particular Interconnection Request is sufficiently electrically remote from others that it cannot reasonably be grouped with other Interconnection Requests or where the Interconnection Request is not for a new Generating Facility or additional Interconnection Service. Interconnection Requests for both ER Interconnection Service and NR Interconnection Service may be part of a Group Study at the option of Transmission Provider. An Interconnection Request's inclusion in a Group Study will not relieve Transmission Provider from meeting the timelines provided in the

GIP.

Grouping shall be implemented on the basis of electrical proximity. Transmission Provider may elect to perform Group Studies: (i) in connection with a resource solicitation process with the concurrence of Transmission Provider; (ii) when a coordinated study with an Affected System Operator will be performed that involve Interconnection Requests in the generator interconnection queue of Transmission Provider and of the Affected System Operator; (iii) to identify Common Use Upgrades; or (iv) at the request of a group of affected Interconnection Customers or MHVDC Connection Customers. In all instances in which Transmission Provider elects to use subgroups in the Group Study process, Transmission Provider must publish the criteria used to define and determine subgroups on its OASIS or public website.

If item (i) above applies and Transmission Owner concurs, the solicitor must (a) be authorized by Interconnection Customers participating in the solicitation to act as the agent for all the Interconnection Requests submitted by Interconnection Customers, (b) maintain valid Interconnection Requests, (c) submit all Interconnection Requests at the same time, (d) submit a reasonable number of study portfolios (*i.e.*, a mixture of projects meeting the requirements of the solicitation that are studied in parallel), and (e) select one portfolio prior to the start of the Interconnection Facilities Study.

Interconnection Requests included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position in the process. Interconnection Requests for projects that are not included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position outside the process in accordance with the provision of the GIP, and such studies may not be delayed as a result of the resource solicitation process. An Interconnection Customer may request that its Interconnection Request be included in a Group Study related to a resource solicitation process without

having to abandon the existing Definitive Planning Phase Queue Position for such Interconnection Request. Once the solicitor rejects a project in the resource solicitation process, the Interconnection Request associated with the rejected project loses the Definitive Planning Phase Queue Position it held as part of the resource solicitation process. An Interconnection Customer that participates in a Group Study related to a resource solicitation process may at any time for the same project submit a separate Interconnection Request that is not included in the Group Study, provided, however, that Interconnection Customer shall be responsible for all Interconnection Study costs associated with its non-solicitation-related Interconnection Request in addition to any costs associated with Interconnection Customer's bid into the resource solicitation. When the solicitor selects a project in the resource solicitation process, Interconnection Customer may no longer maintain more than one Definitive Planning Phase Queue Position for the selected project. Interconnection System Impact Studies performed as Group Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

4.2.1 Cost Allocation for Interconnection Facilities and Network Upgrades.

(1) For Network Upgrades identified in Group Studies, Transmission Provider shall calculate each Interconnection Customer's share of the costs as follows:

(a) Substation Network Upgrades, including all switching stations, shall be allocated first per capita to Interconnection Facilities interconnecting to the substation at the same voltage level, and then per capita to each Generating Facility sharing the Interconnection Facility interconnecting at the same substation.

(b) Network Upgrades other than Substation Network Upgrades, as described in section 4.2.1.(1).(a) shall be allocated based on the proportional impact of each individual Generating Facility in the Group Study on the need for a specific Network Upgrade. This proportional

allocation methodology will apply, but is not limited to, the following categories: (i) thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015; or (2) non-thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015.

(c) An Interconnection Customer that funds Network Upgrades shall be entitled to transmission credits to the extent provided in Article 11.4 of the GIA.

(2) The costs of any needed Interconnection Facilities identified in the Group Study will be directly assigned to the Interconnection Customer(s) using such facilities. Where Interconnection Customers in the Group agree to share Interconnection Facilities, the cost of such Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing use of such Interconnection Facilities on an equal basis (i.e., on a per Generating Facility basis), unless Parties mutually agree to a different cost sharing arrangement.

(3) The shared costs of Group Studies shall be allocated among the Interconnection Customers in the applicable Study Group: 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a per capita basis, and 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a pro rata basis by MW.

4.3 Transferability of Queue Position.

An Interconnection Customer or MHVDC Connection Customer may transfer either of its queue positions to another entity only if such entity acquires the specific Generating Facility or MHVDC Transmission Line identified in the Interconnection Request and the Point of Interconnection or Point of Connection does not change.

4.4 Modifications.

Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider modifications to any information provided in the Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Interconnection Customer or MHVDC Connection Customer shall retain its Queue Position if the modifications proposed by Interconnection Customer or MHVDC Connection Customer are in accordance with Sections 4.4.1 or 4.4.4. Notwithstanding any modifications to information provided in the Interconnection Request, the applicable timing requirements of Section 7.2 to return study agreements and obligation to provide study deposits will not change.

Notwithstanding the above, during the course and prior to the completion of the Interconnection Studies, Interconnection Customer or MHVDC Connection Customer, Transmission Owner or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. If the Interconnection Customer is requesting to share Interconnection Customer Interconnection Facilities as part of the proposed change, the Interconnection Customer shall submit a consent agreement that meets the requirements of Section 3.3.1.4 along with the identification of changes to the planned interconnection. To the extent the identified changes are acceptable to Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer, such acceptance not to be unreasonably withheld; Transmission Provider shall modify the Point of Interconnection or Point of Connection and/or configuration in accordance with such changes and proceed with any required Interconnection Studies. Changes to the Point of Interconnection or Point of Connection requested by Interconnection Customer or MHVDC Connection Customer after the kick off of Definitive Planning Phase I, except as described in this paragraph, will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1, and a new Definitive Planning Phase Queue Position assigned based on the date and time of submission of

such modification in accordance with the procedures in Section 4.1. For Interconnection Requests seeking ZG Interconnection Service, in the event that the ZG Associated Load specifies a location for its Point(s) of Withdrawal that is different from the Point(s) of Withdrawal identified in the Interconnection Request such that the Load would no longer have a Point of Withdrawal located at the same voltage level at the same substation as the Point of Interconnection, Interconnection Customer shall notify the Transmission Provider of such change prior to it taking effect and revise the Point of Interconnection of the Generating Facility to be identical to one of the Points of Withdrawal. The request shall describe the planned change and include all data and analysis that Interconnection Customer wants the Transmission Provider to consider in determining whether the change results in material adverse impacts. Such a requested change will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1 and restudied to determine whether such change has a material adverse impact on the Transmission System, Affected Systems, or on the cost or timing of any other Interconnection Request. If such restudy indicates one or more material adverse impacts, Interconnection Customer will be assigned a new Queue position based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. If such change occurs after the applicable ZGIA has become effective, the parties to such ZGIA shall be required to amend the ZGIA to reflect the results of such restudy and associated costs within sixty (60) Calendar Days after the date that the Transmission Provider completes such restudy, or elect to terminate such ZGIA.

4.4.1 During the Definitive Planning Phase and prior to the issuance of draft GIA, the modifications permitted shall include: (a) a change in the technical parameters associated with the Generating Facility or MHVDC Connection Customer technology other than a Permissible Technological Advancement; (b) a change to the Point of Interconnection or Point of Connection permitted under Section 4.4; and (c) a Permissible Technological Advancement for the Generating Facility or MHVDC Connection Customer. For such permitted modification proposed by Interconnection Customer or MHVDC Connection Customer pursuant to 4.4.1(a)

or 4.4.1(b), Interconnection Customer or MHVDC Connection Customer shall submit a detailed analysis demonstrating why they believe the change is not a Material Modification. Transmission Provider must review such analysis and will determine, in its discretion, if the proposed modification is a Material Modification. In the absence of such analysis, the modification shall be deemed a Material Modification. Section 4.4.1.1 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.1(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.1.1 Technological Change Procedure.

For permitted modification proposed by Interconnection Customer or MHVDC Connection Customer, Interconnection Customer or MHVDC Connection Customer shall submit a technological advancement request demonstrating that the proposed change is a Permissible Technological Advancement or submitting a detailed analysis to demonstrate that the proposed change is not a Material Modification. Such request shall include a description of the proposed change together with updated modeling data (power flow and stability), updated technical data as outlined in Attachment A of Appendix 1 of this GIP and a study deposit of $10,000.00. The detailed analysis to demonstrate that the proposed change is not a Material Modification shall include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses unless the Transmission Provider deems one or more of these not necessary based on the nature of the change requested. For a Generating Facility that includes at least one electric storage resource, and for which Transmission Provider approves operating assumptions pursuant to Section 3.1, Transmission Provider shall perform the detailed analysis using operating assumptions pursuant to Section 3.1. The following criteria will be used to determine whether the proposed change is a Material Modification:

a. Any change in expected output of the Generating Facility that is higher than what was studied in the interconnection process unless a control equipment is employed to limit the injection at the POI to the level of Interconnection Service originally requested;

b. An increase in short circuit current that degrades transmission system reliability;

c Angular stability performance and dynamic response that degrades transmission system reliability;

d. Violation of steady-state thermal or voltage limits caused by the planned change utilizing the same criteria consistent with the Interconnection System Impact Study.

Within 30 calendar days of receipt of a technological advancement request containing the information and security deposit required by Section 4.4.1.1, the Transmission Provider shall review such request and supporting documentation to determine if the proposed change is a Permissible Technological Advancement or otherwise not a Material Modification and communicate the results together with a written explanation to the Interconnection Customer of the Transmission Provider's determination. In the event that the Transmission Provider determines that the proposed change is a Material Modification, the Interconnection Customer or MHVDC Connection Customer shall have the option of: (i) withdrawing such technological advancement request and retaining its current queue position; or (ii) resubmitting its proposed Generating Facility as a new Interconnection Request.

4.4.2 After entering the Definitive Planning Phase as defined in Section 7.2, any modifications to the type of Interconnection Service selected by Interconnection Customer in the Interconnection Request, other than a change from NR

Interconnection Service to ER Interconnection Service pursuant to Section 3.2 of this GIP, shall be deemed a Material Modification.

4.4.3 After entering the Definitive Planning Phase as defined in Section 7.2, any modification to the size of the Interconnection Request, other than as allowed in Section 4.4.5, Section 7.3.1.4, or Section 7.3.2.4 of this GIP, shall be deemed a Material Modification.

4.4.4 After entering the Definitive Planning Phase as defined in Section 7.2, any extension by Interconnection Customer or MHVDC Connection Customer to the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line in the original Interconnection Request shall be deemed a Material Modification except that the Transmission Provider will not unreasonably withhold approval of an Interconnection Customer's or MHVDC Connection Customer's proposed change in the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line if that change is the result of either (a) a change in milestones by another party to the GIA or TCA, (b) a change in a higher queued Interconnection Request, (c) delays in the completion of the Definitive Planning Phase Studies, or (d) Interconnection Customer demonstrates that engineering, permitting and construction of the Generating Facility will take longer than the process window for the Transmission Provider's Definitive Planning Phase period. Where such exceptions apply, extensions to the Commercial Operation Date or In-Service Date shall not exceed three years beyond the original Commercial Operation Date or In-Service Date in the Interconnection Request. A change to either of these dates that exceeds three years from the date in the original Interconnection Request is a Material Modification. At the completion of the Definitive Planning Phase, the specified Commercial Operation Date and In-Service Date shall be set forth in Appendix B of a GIA. Consistent with Article 2.3.1 of the GIA, once that GIA is executed or filed unexecuted, if the Generating Facility fails to reach

Commercial Operation by the specified Commercial Operation Date set forth in the GIA, such specified Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation. Notwithstanding the foregoing, in the limited circumstance that Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary to enable Trial Operation of a Generating Facility has an in-service date that is farther out than the Commercial Operation Date permitted under this Section 4.4.4 or, has an in-service date that does not allow for a one-hundred eighty (180) Calendar Day Trial Operation period, Transmission Provider shall only terminate the GIA for failure to achieve Commercial Operation by a Commercial Operation Date one-hundred eighty (180) Calendar Days after the in-service date of the Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary for Trial Operation.

4.4.4.1 Transmission Owner In-Service Date extension.

Prior to end of GIA negotiation and in the limited circumstance that a Transmission Owner determines it cannot complete Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities specified in the GIA using Reasonable Efforts by the In-Service Date permitted under this Section 4.4.4, the specified In-Service Date may be extended at the Transmission Owner's request for a period up to two (2) consecutive years and specified in the GIA. This provision does not alter Interconnection Customer's Commercial Operation Date requirements of this Section 4.4.4 or other provisions set forth in Appendix 6 of these GIP regarding Commercial Operation Date or In-Service Date. The Interconnection Customer is expected to construct facilities in parallel with the Transmission Owner's construction activities.

4.4.5 After entering the Definitive Planning Phase, any modification to the fuel source designated in the Interconnection Request, other than a modification to reduce the number of fuel source(s) of an Interconnection Request with two or more fuel sources before the kick-off of the Definitive Planning Phase I, shall be deemed a Material Modification.

SECTION 5. PROCEDURES FOR INTERCONNECTION REQUESTS SUBMITTED PRIOR TO EFFECTIVE DATE OF GENERATOR INTERCONNECTION PROCEDURES.

5.1 Queue Position for Pending Requests.

5.1.1 All Interconnection Requests that have entered a Definitive Planning Phase and the Definitive Planning Phase System Impact Study has been completed prior to January 4, 2017 will complete the Definitive Planning Phase pursuant to the approved GIP in effect on January 3, 2017. The August 2015 Definitive Planning Phase cycle shall be completed pursuant to the approved GIP in effect on January 3, 2017.

5.1.2 All Interconnection Requests that have entered a Definitive Planning Phase and the System Impact Study has not been started, or started and not completed, as of January 4, 2017 will be required to conform to Section 7 of this GIP excluding Section 7.2 "Eligibility for the Definitive Planning Phase" and the Site Control provisions found in Section 7.3.2.4 so long as the Interconnection Customer has previously complied with the then existing Section 8.2 "Eligibility for the Definitive Planning Phase." All study deposits will be applied to studies performed under this transition plan and M2 milestone amounts previously paid will satisfy the M2 milestone requirement of Section 7.2. These projects will then

follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.3 All Interconnection Requests that have been received but have not had an M2 milestone calculated as of January 4, 2017, and have not met the requirements of Section 5.1.4, will be required to conform to Section 7 of these GIPs and will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.4 All Interconnection Requests that are in the System Planning and Analysis Phase of the GIPs in effect prior to January 4, 2017 may pay their M2 milestone payment prior to January 4, 2017 and shall be treated pursuant to section 5.1.2. Interconnection Requests that are in the System Planning and Analysis Phase prior to the effective date of these GIPs that have not paid an M2 milestone payment prior to January 4, 2017 shall be treated pursuant to section 5.1.3. Interconnection Requests that are in the System Planning and Analysis Phase may remain in the System Planning and Analysis Phase until 45 Calendar Days prior to the start of the first cycle under these GIPs which begins August 1, 2017. MISO shall deem withdrawn any Interconnection Requests that are in the System Planning and Analysis Phase that have not made their M2 milestone payment at least 45 Calendar Days prior to the start of the first cycle under these GIPs. Notwithstanding the foregoing, any request for HVDC facilities listed as being in the System Planning and Analysis Phase as of June 16, 2017 shall be deemed transferred into the Pre-Queue Phase. Furthermore, any MHVDC projects in the Pre-Queue Phase as of the effective date of the MHCP shall be deemed transferred to the MHCP, as set forth in Section 4 of the MHCP.

5.2 Transition Period.

An Interconnection Customer of a new transmission owning member of Transmission Provider shall transition to the revised GIP within a reasonable period of time not to

exceed ninety (90) Calendar Days from the date when this GIP becomes applicable to that transmission owning member.

5.3 New Transmission Provider.

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by the GIP shall be paid by or refunded to Interconnection Customer, as appropriate. The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft GIA to Interconnection Customer but Interconnection Customer has not either executed the GIA or requested the filing of an unexecuted GIA with FERC, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

5.4 Transition to Revised Scope of DPP Phase I Studies.

With the exception of this provision, the Tariff revisions accepted in Docket Nos. ER18-2049-000 and -001 shall not apply to any queue cycle(s) for which the Definitive Planning Phase Preliminary System Impact Study has started prior to September 19, 2018.

5.5 Transitional Notice Requirements for Generating Facility Replacement.

All requests for Replacement Generating Facility that are submitted to the Transmission Provider within 365 Calendar Days after May 16, 2019 shall have a date of cessation of operation for the Existing Generating Facility that is not earlier than May 16, 2021.

5.6 Transition to Revised Milestone Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to milestone requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41, but shall not be subject to the M2 refund provisions in Section 7.6.2.1 of this GIP. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be subject to M2 refund provisions in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41.

5.7 Transition to Revised Site Control Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to Site Control requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to provide proof of Site Control for the Generation Facility by the end of Interconnection Customer Decision Point II in accordance with the timing requirements established in Section 7.2.2.1. Such Interconnection Requests shall not be required to provide proof of Site Control for the Generating Facility ninety (90) Calendar Days prior to the start of DPP Phase I in accordance with the timing requirements established in Section 7.2.1. For such requests, the proof of Site Control for all applicable Interconnection Customer's Interconnection

Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI shall be due in accordance with the terms of Sections 7.2.2.1 and 7.2.2.2.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 will be subject to the Site Control requirements as set forth in Section 7.2.

5.8 Transition to Self-Fund Deadline Accepted in Docket No. ER20-2632.

For all Network Upgrades and System Protection Facilities that were identified in a Revised System Impact Study that completed prior to November 5, 2020 and for which the Final System Impact Study was not completed as of November 5, 2020, the Transmission Owner shall make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Transmission Owner shall make its election prior to the completion of the Final System Impact Study.

For all Network Upgrades and System Protection Facilities that were identified in a Final System Impact Study that completed prior to November 5, 2020 and for which the negotiation period for the GIA was not completed as of November 5, 2020, the Transmission Owner may make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility prior to the completion of the GIA negotiation period.

5.9 Transition to revised DPP schedule in Docket No. ER22-661.

Interconnection Requests for which Transmission Provider started the DPP Phase III Final System Impact Study before March 15, 2022 will be subject to the Tariff

requirements in effect prior to March 15, 2022. Interconnection Requests for which the DPP Phase III Final System Impact Study has not started as of March 15, 2022 will be subject to the revised Tariff accepted in Docket No. ER22-661.

5.10 Transition to DPP revisions in Docket No. ER24-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 22, 2024 will be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 22, 2024 will not be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____.

5.11 Transition to DPP revisions in Docket No. ER24-2046.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after June 1, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER24-2046 . Except for the requirements in Section 7.3.2.3 and Section 11.2.1, all Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to June 1, 2025 will not be subject to the revised Tariff requirements accepted in Docket No. ER24-2046.

5.12 Transition to JTIQ Process.

Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after the date that the Transmission Provider and SPP's Boards have approved a JTIQ Portfolio shall be subject to the JTIQ process set forth in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) and the JTIQ provisions of these GIP.

5.13 Transition to DPP revisions in Docket No. ER25-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 31, 2025, will be subject to the revised Tariff requirements accepted in Docket No. ER25-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 31, 2025, will not be subject to the revised Tariff requirements accepted in Docket No. ER25-____.

5.14 Transition to ERAS Process.

All requests for the Expedited Resource Addition Study that are submitted to the Transmission Provider after August 6, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER25-___.

5.15 Transition of Legacy Queue Cycle.

Consistent with Docket No. ER26-___, Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request prior to the expiration of Decision Point II shall receive an unconditional, one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2). Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request after the expiration of Decision Point II shall not be subject to a withdrawal penalty if the percent increase in the combined Network Upgrades from Phase II to Phase III is greater than or equal to fifty percent (50%) and more than $15,000 per MW from the revised Interconnection System Impact Study to any Final System Impact Study.

SECTION 6. PRE-QUEUE PHASE.

6.1 Pre-Queue Customer Education

Transmission Provider will be available for consultation with Interconnection Customer to discuss potential Interconnection Requests for Generating Facilities or study and processing of HVDC facilities. Such discussions may include, but are not limited to: (i) general facility loadings; (ii) general instability issues; (iii) general short circuit issues; (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility; (v) general power quality issues including voltage flicker, harmonics; (vi) general reliability issues as may be reasonably required to accomplish the purpose of the meeting; (vii) estimated timing of Interconnection Request proceeding to the Definitive Planning Phase; (viii) estimated in-service date for the request; and (ix) any process related questions.

6.1.1 Publicly Posted Interconnection Information.

Transmission Provider shall maintain and make publicly available:

(1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection in Transmission Provider's footprint under N-1 conditions, and

(2) a table of metrics concerning the estimated impact of a potential Generating Facility on Transmission Provider's Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection.

At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table:

(1) the distribution factor;

(2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor);
(3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating);
(4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project;
(5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility.

These metrics must be calculated based on the power flow model of the Transmission System with the transfer simulated from each point of interconnection to the whole Transmission Provider's footprint (to approximate Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation).

These metrics must be updated within thirty (30) Calendar Days after the completion of each Preliminary or Final System Impact Study, only for the most recent Definitive Planning Phase cycle and excluding earlier cycles.

This information must be publicly posted, without a password or a fee.

The website will define all underlying assumptions, including the name of the most recent System Impact Study or Interconnection Study restudy used in the Base Case.

6.2 Interim Treatment of HVDC Facilities in Pre-Queue Phase: All requests for HVDC facilities deemed transferred into the Pre-Queue Phase pursuant to Section

5.1.4 of this GIP or which otherwise are permitted to enter the Pre-Queue Phase shall not be eligible to proceed to the Definitive Planning Phase until such time as additional procedures for processing such facilities are implemented.

6.3 Small Generating Facility Pre-Application Report.

6.3.1 In addition to the information described in section 6.1, which may be provided in response to an informal request, an Interconnection Customer proposing to interconnect its Small Generating Facility may submit a formal written request form along with a non-refundable fee of $300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 6.3.2 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the $300 fee. Should the Transmission Provider notify the Interconnection Customer that more than twenty (20) Business Days are necessary to provide the pre-application data described in section 6.3.2 below because the information is not readily available to the Transmission Provider, the Interconnection Customer shall notify the Transmission Provider that it desires more complete information and waives the twenty (20) Business Day timeline. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 6.3.1.1 through 6.3.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.3.1.1 Project contact information, including name, address, phone number, and email address.

6.3.1.2 Project location (street address with nearby cross streets and town)

6.3.1.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.3.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.3.1.5 Size (alternating current kW)

6.3.1.6 Single or three phase generator configuration

6.3.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.3.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.3.2 Using the information provided in the pre-application report request form in section 6.3.1, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 6.3.3, the pre-application report will include the

following information:

6.3.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.3.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.3.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.3.2.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.3.2.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.3.2.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.3.2.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.3.2.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as

described in section 14.4.4.1.1 below and absolute minimum load, when available.

6.3.2.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.3.2.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.3.2.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.3.2.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.3.2.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.3.3 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is

available. The provision of information on "available capacity" pursuant to section 6.3.2.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

SECTION 7. DEFINITIVE PLANNING PHASE.

7.1 Purpose of the Definitive Planning Phase.

The Definitive Planning Phase is designed to identify Network Upgrades that will reliably and efficiently integrate the proposed generation, including through Injection Rights requested by MHVDC Connection Customer, into the Transmission Provider's Transmission System. The Definitive Planning Phase will be composed of three distinct phases in which Interconnection System Impact Studies and Interconnection Facilities Studies will be performed.

7.1.1 Screening Analysis Prior to Definitive Planning Phase I.

Transmission Provider will perform an indicative non-binding screening analysis to identify potential thermal and voltage constraints and publish the results of that analysis for Interconnection Customers, MHVDC Connection Customers entering the Definitive Planning Phase and Affected System Operator(s) at least fifteen (15) Calendar Days prior to the kick-off of the Definitive Planning Phase I. The Transmission Provider shall indicate with this screening analysis whether Interconnection Requests in the applicable DPP study group are expected to be included in a JTIQ Participation Group based on available

information. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request before the start of the Definitive Planning Phase I, then the Transmission Provider will refund to Interconnection Customer or the MHVDC Connection Customer 100% of Definitive Planning Phase entry milestone (M2) and any remaining study deposits pursuant to Section 7.6.

7.2 Eligibility for the Definitive Planning Phase.

The Interconnection Request shall enter the Definitive Planning Phase upon the Transmission Provider accepting the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP after the Interconnection Customer or MHVDC Connection Customer has met the requirements of Section 3.3.1. The Definitive Planning Phase will start on a periodic basis, where an Interconnection Customer or MHVDC Connection Customer may elect to enter the next scheduled Definitive Planning Phase.

7.2.1 Requirements for Demonstrating Site Control for Generating Facility and Interconnection Facilities.

Except as otherwise noted in Section 5.7, at the time of the submission of an Interconnection Request, the Interconnection Customer shall submit the following to the Transmission Provider:

(i) Proof of Site Control for the Generating Facility demonstrating that the Interconnection Customer has obtained a right to develop the site, and that such Site Control:

(a) is exclusive to the specific project referenced in the Interconnection Request and the site meets the total resource-specific acreage requirements established in the Generator Interconnection Business Practices Manual; or

(b) either is shared by multiple projects by mutual agreement

or includes less acreage than the standard resource-specific acreage requirements established in the Generator Interconnection Business Practice but is nonetheless sufficient to accommodate the final design of the Generating Facility, and account for any other projects that will utilize all or part of the same site Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared Site Control; or

(c) A financial security in lieu of Site Control and supporting documentation demonstrating regulatory restrictions in accordance with Section 7.2.1.2 of this GIP.

(ii) Reasonable evidence of Site Control, as described in the Generator Interconnection Business Practices Manual, for at least fifty percent (50%) of the mileage of the Generating Facility's or Facilities' Interconnection Facilities, or in lieu of Site Control for the Generating Facility's or Facilities' Interconnection Facilities, additional financial security in the amount of $80,000 per line mile of right-of-way, on a straight line basis. Interconnection Customer's financial security provided in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements or is withdrawn from the queue. The security can be provided in the form of cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator

Interconnection Business Practices manual (BPM). Reasonable evidence of Site Control for one hundred percent (100%) of the mileage of the Generating Facility's Interconnection Facilities for the Expedited Resource Addition Study request must be received at the time the application is submitted. The financial security in lieu of Site Control for the Generating Facility's Interconnection Facilities will not be accepted for an Expedited Resource Addition Study request.

Any advancement or postponement to the DPP Phase I kickoff date made after the application deadline for such cycle shall not alter the deadline for submitting proof of Site Control.

Site Control for a Generating Facility and Interconnection Facility shall be demonstrated in accordance with Section 7.2.1.1 and Section 7.2.1.2 of this GIP.

All documentation establishing proof of Site Control under Sections 7.2.1 of this GIP shall be accompanied by a signed affidavit from an officer or from an agent of the Interconnection Customer stating either that the Interconnection Customer: (1) possesses Site Control in accordance with Section 7.2.1.1 of this GIP; or (2) is subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control pursuant to Section 7.2.1.2 of this GIP. Such affidavit shall adhere to the form specified in Attachment E of Appendix 1 of Attachment X.

Before the kickoff of DPP Phase I, Interconnection Customer may modify up to 100% of the Site Control for the Generating Facility and up to 100% of its Interconnection Customer Interconnection Facilities as provided for in its Interconnection Request if (1) the Interconnection Customer does not

move the POI; (2) the Transmission Owner determines a POI move is necessary to accommodate the Interconnection Request; or (3) the Interconnection Customer can demonstrate, based on sound engineering judgment, that Site Control modification is necessary to optimize the siting of the project.

7.2.1.1 Site Control Demonstration.

In order to demonstrate Site Control for a Generating Facility and Interconnection Facilities, an Interconnection Customer must submit the following:

(i) To demonstrate that an Interconnection Customer has Site Control in accordance with Section 7.2.1(i)(a) and 7.2.1(ii) of this GIP, a Geographic Information System (GIS) site plan map, data files, and documentation that shows the following information: (a) sufficient land to meet the acreage requirements set forth in the Generator Interconnection Business Practices Manual; (b) boundary for the proposed project indicating the boundaries of the Interconnection Customer's leasehold/ownership interests for the site; and (c) the proposed location of each of the following: the Collector Substation, the Point of Interconnection, and the Interconnection Facilities based on the Point of Interconnection.

(ii) To demonstrate that an Interconnection Customer has obtained Site Control in accordance in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer must submit a Geographic Information System (GIS) site plan map, data files, and documentation that meets the requirements specified in Section 7.2.1.1(i)(b) and (c) and show the following additional information:

(a) Sufficient land to accommodate the proposed Generating Facility based on the location and approximate land utilization requirements of proposed electrical devices (*i.e.*, turbine, solar panel, battery storage, inverter), local spacing and setback requirements, and the proposed location of the feeder routes to the Collector Substation; and

(b) In the event that Interconnection Customer elects to share a site with other projects in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer shall include with its Interconnection Request documentation demonstrating that the project referenced in the Interconnection Request is concurrently feasible with the development of any other projects that will share Site Control over all or a portion of the same site. Such proof of concurrent feasibility shall include:

(1) an identification of any other Interconnection Requests or projects that will share all or a portion of the same site; and

(2) identification of the proposed location and space utilization of all projects that will share the site together with any related technical information specified in the Generator Interconnection Business Practices Manual to enable the Transmission Provider to determine that development of the project referenced in the submitted Interconnection Request is not inconsistent with development of any of the other projects that will share all or a portion of the same site.

(3) Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use.

Any GIS site plan map, and data files submitted in accordance with this Section 7.2.1.1 must be consistent with the modeling data submitted with the Interconnection Request.

7.2.1.2 Financial Security in lieu of Site Control.

If the Interconnection Customer is unable to obtain Site Control for its proposed Generating Facility as a result of regulatory restrictions, the Interconnection Customer shall provide a cash deposit in lieu of Site Control. In order to demonstrate regulatory restrictions, Interconnection Customer must submit: (i) a signed affidavit from an officer of the company in accordance with the terms of Section 7.2.1 of this GIP indicating that Site Control is unobtainable due to regulatory requirements as such term is defined by the Transmission Provider; (ii) documentation sufficiently describing and explaining the source of and effects of such regulatory restrictions, including a description of any conditions that must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions. The financial security provided in lieu of Site Control, as cash deposit, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider, shall be $10,000 per MW of new Interconnection Service requested, and at least $500,000 but no more than $2,000,000. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish

additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). In the event that Interconnection Customer needs to submit a financial security in lieu of Site Control as a result of regulatory restrictions, Interconnection Customer must provide proof of Site Control as soon as the Interconnection Customer satisfies the regulatory requirements described in the Interconnection Customer's affidavit and supporting documents. Interconnection Customer's financial security made in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements in accordance with the terms of Sections 7.2.1(i), 7.2.1.1, and 7.2.2 of the GIP or is withdrawn from the queue.

7.2.1.3 Transmission Provider Review of Site Control Sufficiency.
The Transmission Provider shall review the Site Control documentation submitted by Interconnection Customer and determine whether the Interconnection Customer has satisfied the applicable Site Control requirements specified in Section 7.2.1, and 7.2.1.1 or 7.2.1.2 of this GIP, as applicable. Transmission Provider shall evaluate the Site Control documentation using sound engineering judgement and in a non-discriminatory manner. In addition, Transmission Provider shall adhere to any guidelines for such analysis as may be included in the Generator Interconnection Business Practices Manual.

In the event that the Transmission Provider determines that the Interconnection Customer does not demonstrate sufficient Site Control, Transmission Provider shall, consistent with Section 7.2.3(ii) of this GIP, provide a written explanation, including the technical reasons for such determination, to Interconnection Customer no later than sixty (60)

Calendar Days from the Site Control submission deadline. Any such deficiencies shall be processed as set forth in Section 7.2.3(ii) of this GIP.

7.2.2 Continued Site Control for Generating Facilities; Site Control for Interconnection Facilities and Network Upgrades.

7.2.2.1 Timing Requirements.

(i) After the start and prior to the end of Interconnection Customer Decision Point II, Interconnection Customer shall submit proof that Interconnection Customer continues to maintain Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP. Regarding Interconnection Customer's Interconnection Facilities, in addition to the requirements specified in Section 7.2.1.ii of this GIP, the Interconnection Customer will be required to demonstrate fifty (50%) site control for the site on which a switchyard will be located, if requested by the Transmission Provider.

(ii) Prior to conclusion of the Interconnection Customer's GIA execution period, as defined in Section 11 of this GIP, or within 180 days of GIA Effective Date with an approved exception by the Transmission Provider, Interconnection Customer shall submit proof of the following: (a) continued Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP; and (b) 100% Site Control for all Interconnection Customer's Interconnection Facilities (including demonstration of switchyard site control if requested by the Transmission Provider), and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's

Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop.

(iii) To the extent there is any change in the POI as a result of the Interconnection Facilities Study started in DPP Phase II and completed in DPP Phase III, the Transmission Provider shall provide the Interconnection Customer additional time to procure land rights for the new Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. The amount of additional time awarded for this purpose shall be determined on a case-by-case basis and in accordance with Section 4.4 of this GIP.

(iv) After the Interconnection Customer timely satisfies each of the requirements of this Section 7.2.2.1 and execution of the GIA, any changes made to the site layouts and interconnection facility routes shall not be construed as a failure to satisfy the requirements of this Section 7.2.2.1. In the event that the Interconnection Customer makes any modifications to the design of the site layouts or Interconnection Facility routes after execution of this GIA, Interconnection Customer shall: (1) immediately notify the Parties of such changes; and (2) provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or Interconnection Facility routes in accordance with the terms of its GIA.

7.2.2.2 Content Requirements -- Demonstrating Site Control for

Applicable Interconnection Facilities and Network Upgrades.

In order to demonstrate Site Control for the Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI, Interconnection Customer shall submit a site plan map by the deadline specified in Section 7.2.2.1 of this GIP. Such site plan map shall demonstrate land that is sufficient to accommodate 50% of the total land acreage required for the Interconnection Customer's Interconnection Facilities for the proposed Generating Facility (including the total linear miles for the associated lead line required to electrically interconnect the Generating Facility to the Transmission System) and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), 50% of the total land acreage required for the Transmission Owner's Interconnection Facilities and the Network Upgrades at the POI for the proposed Generating Facility.

The Site Plan submitted in accordance with Section 7.2.2 of this GIP shall identify the specific locations within the site for which Site Control is achieved, and those locations for which Site Control is not yet achieved.

To the extent that the Interconnection Customer intends to locate its Interconnection Facilities in a public right of way, Interconnection Customer shall also submit proof of submission of all requisite state and local permits.

Demonstration of Site Control pursuant to this Section 7.2.2.2 shall conform to any technical and documentation requirements as may be specified in the Generator Interconnection Business Practice Manual.

7.2.3. Effect of Deficiencies in Demonstration of Site Control

In the event that the Interconnection Customer fails to timely satisfy any of the requirements of Sections 7.2.1 and 7.2.2 including subsections, as applicable, Interconnection Customer's Interconnection Request shall be deemed withdrawn as set forth below:

(i) If Interconnection Customer fails to submit all of the documentation and information required by the applicable deadline, Interconnection Customer's Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any cure period. Transmission Provider shall provide Interconnection Customer with notice of such withdrawal.

(ii) If Interconnection Customer has timely submitted all information required by an applicable deadline but the Transmission Provider determines after review that such submission does not meet the requirements of this GIP, Interconnection Customer's Interconnection Request shall be deemed withdrawn in accordance with Section 3.6 of this GIP.

7.3 Duration of the Definitive Planning Phase

The Definitive Planning Phase will include the following three phases:

(i) Definitive Planning Phase I
(ii) Definitive Planning Phase II
(iii) Definitive Planning Phase III.

7.3.1 Definitive Planning Phase I

The Definitive Planning Phase I will start on a defined, periodic basis.

The Definitive Planning Phase I will include the following steps:

(i) Attachment X, Appendix 10 Model Review (10 Business Days)

(ii) Preliminary System Impact Study (65 Calendar Days)

(iii) Interconnection Customer Decision Point I (15 Business Days)

In addition, Interconnection Customer may request that the Transmission Provider or applicable Transmission Owner initiate the Interconnection Facilities Study during Definitive Planning Phase I. If Interconnection Customer, Transmission Owner and Transmission Provider agree that such Interconnection Facilities Study should be performed during Definitive Planning Phase I, the Transmission Provider or Transmission Owner conducting the study shall begin the Interconnection Facilities Study during Definitive Planning Phase I.

The Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Kick-Off Meeting, and such date shall be one (1) Business Day prior to the kick-off of the Definitive Planning Phase I of that cycle published on the MISO public website, unless mutually agreed upon by MISO, the Transmission Owner(s) and the Interconnection Customer(s). MISO, the Interconnection Customer(s), and the Transmission Owner(s) must attend the Kick-Off Meeting. MISO shall use Reasonable Efforts to include any other Affected Systems in the Kick-off Meeting.

The Transmission Provider must ensure that project information during the Kick-Off meeting is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests.

All withdrawal and modification requests must be submitted within 24 hours of the conclusion of the kick-off meeting prior to the start of the

DPP process.

During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study.

7.3.1.1 Purpose

The Definitive Planning Phase I is designed to provide Interconnection Customers or MHVDC Connection Customers with a preliminary detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System. Prior to the completion of the Preliminary System Impact Study, each impacted Transmission Owner shall make a non-binding indication as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Preliminary System Impact Study. A Transmission Owner's non-binding self-fund election will be included in the Preliminary System Impact Study. Upon completion of the Preliminary System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.1.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase I. Upon receipt of the Preliminary System Impact Study, the Interconnection Customer can either proceed to Definitive Planning Phase II or withdraw its Interconnection Request pursuant to Section 7.3.1.4 of this Attachment X.

7.3.1.2 Model Building and Point of Interconnection Review

Before starting the preliminary Interconnection System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. Interconnection Customer and Transmission Owner may recommend

changes to the study model by providing a completed Interconnection Study Model Review Form, Appendix 10 to the GIP within ten (10) Business Days after receipt of the study models. Proposed changes will be incorporated in the study models after mutual agreement between Interconnection Customer or MHVDC Connection Customer, Transmission Owner and Transmission Provider, such agreement not to be unreasonably withheld. Transmission Provider shall thereafter begin the Preliminary System Impact Study. Failure of Interconnection Customer or MHVDC Connection Customer to provide the completed Interconnection Study Model Review Form within ten (10) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

7.3.1.3 Scope of the Preliminary System Impact Study

The Preliminary System Impact Study shall evaluate the impact of the proposed Interconnection Request(s) in the Definitive Planning Phase I on the reliability and safety of the Transmission System. The Preliminary System Impact Study will consider the Base Case as well as all generating and MHVDC facilities (and with respect to subpart iv below, any identified Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, Shared Network Upgrades, or, if such upgrades have been determined, upgrades on Affected Systems, associated with such higher queued Interconnection Requests) that, on the date the Preliminary System Impact Study is commenced: (i) are interconnected to the Transmission System or Distribution System; (ii) are interconnected or queued to interconnect to Affected Systems and may have an impact on the Interconnection Request; (iii) have Interconnection Request is part of the same group; and (iv) have executed a GIA or a pending unexecuted GIA on file at FERC or a TCA pursuant to which Transmission Provider has granted Injection

Rights.

The Preliminary System Impact Study will consist of a power flow analysis. If Transmission Provider determines in accordance with Good Utility Practice that any voltage stability analysis is needed, the Preliminary System Impact Study may include voltage stability analysis. The Preliminary System Impact Study will also include analysis needed to determine the Generating Facility's reactive power capability required to maintain the Transmission Owner's voltage schedule and power factor criteria at the Point of Interconnection.

Determination of the full scope of the Preliminary System Impact Study in the Definitive Planning Phase I will be on a non-discriminatory basis per the methodologies listed in the Generator Interconnection Business Practices Manual. The Transmission Provider or Transmission Owner performing the Preliminary System Impact Study shall complete such study within sixty-five (65) Calendar Days.

The Preliminary System Impact Study will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Preliminary System Impact Study will provide a preliminary list of facilities (including Interconnection Facilities, Connection Facilities, Network Upgrades, Generator Upgrades, Common Use Upgrades, and Shared Network Upgrades) that are required as a result of the Interconnection Request and a preliminary non-binding good faith estimate of cost and a non-binding good faith estimated time to construct. For purposes of determining

necessary interconnection facilities and network upgrades, the Preliminary System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Preliminary System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Preliminary System Impact Study

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Preliminary System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.1.4 Interconnection Customer Decision Point I

All Interconnection Customers or MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase I will pass through Interconnection Customer Decision Point I. The Interconnection Customer Decision Point I will last for fifteen (15) Business Days beginning with the receipt of the Preliminary System Impact Study analysis including estimated upgrades and costs, as applicable. Transmission Provider shall notify all Interconnection Customers or MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point I that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request. The Transmission Provider shall provide written notice to each Interconnection Customer in a Definitive Planning Phase Group Study or ERAS confirming whether they are included in a JTIQ Screening Group and whether its Interconnection Request has qualified for inclusion in a JTIQ Participation Group prior to the beginning of Interconnection Customer Decision Point I. If the Transmission Provider determines that such Interconnection Request will be included in a JTIQ Participation Group, the notification shall include an estimate of the per-MW Generator Charge for such Interconnection Requests based on the latest available data on JTIQ Upgrade cost, the Potential MW Total projected for such JTIQ Portfolio. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may waive its right to elect the option to build or may defer the decision to the deadlines specified in Sections 7.3.2.5 & 7.3.3.5; failure to provide a written response will be deemed to be a deferral. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may reduce

the size of its Interconnection Request by as much as 100 percent through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required Definitive Planning Phase II Milestone calculation shall be based on the DPP Phase I results. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point I, then the Transmission Provider will refund Interconnection Customer 40% of Definitive Planning Phase I milestone (M2) and any remaining study deposits pursuant to Section 7.6. Any withdrawal during the Definitive Planning Phase I, but prior to Interconnection Customer Decision Point I, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point I. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination not later than the start of Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase II, then it will be required to pay Definitive Planning Phase II milestone (M3), pursuant to Section 7.3.1.4.1, prior to the end of Interconnection Customer Decision Point I.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request, during the Interconnection Customer Decision Point I, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase I milestone (M2) less the amount of Automatic Withdrawal Penalty and any remaining study deposits pursuant to Section 3.6. If the Transmission Provider does not receive Definitive Planning Phase II (M3) milestone payment during the Interconnection Customer Decision Point I, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase II (M3) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase II (M3) milestone payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase II, the Definitive Planning Phase I (M2) milestone payment becomes 100% non-refundable, pursuant to Section 7.8 and Section 7.6.2.1.

Transmission Provider shall notify any Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point I.

7.3.1.4.1 Definitive Planning Phase II Milestone (M3) Calculation.

The Definitive Planning Phase II milestone (M3) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bond reasonably acceptable to Transmission Provider and may replace letters of credit or surety bonds with cash. The Definitive Planning Phase II milestone (M3) will be the greater of twenty percent (20%) of the amount of Network Upgrades, excluding JTIQ Upgrades, identified in the Preliminary System Impact Study less the amount previously provided at M2 or $1,000/MW.

7.3.2 Definitive Planning Phase II

The Definitive Planning Phase II start the next day after the fifteen (15) Business Days Interconnection Customer Decision Point I window expires.

The Definitive Planning Phase II will include the following steps:

(i) Model Review Period (6 Business Days)

(ii) Revised System Impact Study (75 Calendar Days)

(iii) Interconnection Customer Decision Point II (15 Business Days)

Transmission Owner shall complete the Interconnection Facilities Study within ninety (90) Calendar Days. The Interconnection Facilities Study may be initiated during Definitive Planning Phase I, in accordance with Section 7.3.1 of this GIP. To the extent the Interconnection Facilities Study is performed during Definitive Planning Phase II, such study shall be performed concurrently with tasks (i) – (iii).

7.3.2.1 Purpose

The Definitive Planning Phase II is designed to provide Interconnection Customers and MHVDC Connection Customers a revised and a detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. Except as otherwise provided in Section 5.8, prior to the completion of the Revised System Impact Study, each impacted Transmission Owner shall indicate whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. A Transmission Owner's self-fund election will be included in the Revised System Impact Study. Except as otherwise provided in Section 5.8, the Transmission Owner's failure to provide its indication prior to the completion of the Revised System Impact Study shall constitute a waiver of the Transmission Owner's option to elect to self-fund each Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Upon completion of the Revised System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.2.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase II. Upon receipt of the Revised System Impact

Study, the Interconnection Customer or MHVDC Connection Customer can either proceed to Definitive Planning Phase III or withdraw its Interconnection Request pursuant to Section 7.3.2.4 of this Attachment X.

7.3.2.2 Model Building

Before starting the Revised System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase I, pursuant to Section 7.3.1.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase II. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Revised System Impact Study.

7.3.2.3 Scope of the Interconnection System Impact Study

The Revised System Impact Study shall provide an updated, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. The Revised System Impact Study shall follow the procedures as the Preliminary System Impact Study

described in Definitive Planning Phase I Section 7.3.1.3, as well as include a short circuit analysis and stability analysis. Transmission Provider shall include in the Revised System Impact Study an analysis of the upgrades on Distribution System, if applicable, and Affected Systems if available. If Affected Systems analysis is not available for inclusion in the Revised System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. If Transmission Provider determines in accordance with Good Utility Practice that any such analyses are needed, any stability analysis performed in a Revised System Impact Study may include transient stability, large and small signal, sub-synchronous stability, dynamic voltage stability, mid- and long-term stability, voltage flicker analyses and excessive neutral current. Transmission Provider shall utilize existing studies to the extent practicable in performing the Revised System Impact Study. For purposes of determining necessary Interconnection Facilities Network Upgrades, and responsibility for JTIQ Upgrades, the Revised System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Transmission Provider or Transmission Owner performing the Revised System Impact Study shall complete such study within seventy-five (75) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider, or Transmission Owner where a Transmission Owner is performing the study, determines that it will not meet the required time frame for completing the Revised System Impact Study, Transmission Provider or Transmission Owner where a Transmission Owner is performing the study, shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Revised System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider or Transmission Owner's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Revised System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.2.3.1 Additional Analysis Applicable to Interconnection Requests in a JTIQ Screening Group.

In addition to the analyses specified in Section 7.3.2.3 of this GIP, Interconnection Requests that: (1) are included in a JTIQ Screening Group (including ERAS projects not otherwise subject to Transmission Provider's three-phase DPP) and not located in the MISO South Region as such region is defined by as the Generator Interconnection Business Practices Manual (BPM-015), and (2) are part of the JTIQ Participation Group and located in the MISO South Region: shall be subject to the following additional analysis.

a. **Expanded Scope Analysis**: The Transmission Provider shall analyze the potential impacts of Interconnection Request on SPP's transmission system that are i) located within five (5) substations for facilities with a nominal operating voltage under 200kV, two (2) substations for facilities with a nominal operating voltage between 200 and 300 kV, and one (1) substation for facilities with a nominal operating voltage greater than 300 kV, from any substation that is part of the Transmission System; and ii) have greater than or equal to ten percent (10%) distribution factor on one or more facilities that are part of SPP's transmission system. An Interconnection Request that qualifies for and is subject to this Expanded Scope Analysis shall not be required to undergo analysis by SPP of impacts to its transmission system beyond those identified in the Expanded Scope Analysis or the Supplemental Affected System Analysis as described in Section 7.3.2.3.1(b) of this GIP.

If the Transmission Provider's Expanded Scope Analysis identifies an Interconnection Request as having impacts to SPP's transmission system that meets or exceed the foregoing distribution factor thresholds, the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP or the applicable transmission owner to address such impacts in accordance with SPP's rules and procedures.

b. Supplemental Affected System Analysis: If the Transmission Provider determines that the Potential MW Total, including the current Group Study, exceeds the Target MW value for the applicable JTIQ Portfolio, SPP shall

perform a study to determine if any Supplemental Upgrades are required to address impacts to its transmission system from one or more Interconnection Customers and provide the results of this analysis to the Transmission Provider prior to the beginning of Decision Point II. Calculation of the Potential MW Total and the Supplemental Affected System Analysis shall be performed in accordance with Section 9.4.2(e)(iii) of Rate Schedule 6 (MISO-SPP JOA).

If the Supplemental Affected System Analysis indicates that Supplemental Affected System Upgrades are required for an Interconnection Request, then:

(1) the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP, or the applicable SPP transmission owner, to address such impacts in accordance with SPP's rules and procedures; and

(2) Transmission Provider shall compare the costs of such Supplemental Affected System Upgrades to the Threshold Charge in the manner described in Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA).

(3) The Transmission Provider, in coordination with SPP, shall establish a cost criterion in dollars per megawatt ($/MW) pursuant to Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA). Where the costs assigned to an Interconnection Request for upgrades identified through the Supplemental Affected System Analysis, excluding costs identified through the Expanded Scope Analysis, exceed the cost criterion, the Interconnection Request

shall be exempt from charges for the JTIQ Upgrades. Otherwise, the Interconnection Request shall be obligated to pay a portion of the JTIQ Upgrade.

7.3.2.4 Interconnection Customer Decision Point II

All Interconnection Customers and MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase II will pass through Interconnection Customer Decision Point II. The Interconnection Customer Decision Point II will last for fifteen (15) Business Days beginning with the receipt of the Revised System Impact Study analysis, including Expanded Scope Analysis where applicable. Transmission Provider shall provide to Interconnection Customers any Affected System analysis, including estimated upgrades and costs as applicable received from the applicable Affected System as of the date that the Transmission Provider is required to complete its Revised System Impact Study analysis. In the event that Affected Systems analysis has not been received by the Transmission Provider by this time, the Transmission Provider shall provide such analysis to Interconnection Customers promptly upon receipt but shall not delay the Interconnection Customer Decision Point or Phase III studies. Transmission Provider shall notify all Interconnection Customers and MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point II that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request. During Interconnection Customer Decision Point II, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request for ERIS by as much as an additional ten percent (10%) compared to what was studied in DPP Phase II, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level

(consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. Additionally, an Interconnection Customer may request to reduce the amount of NRIS by as much as 100% independent of any requested reduction in ERIS. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required M4 milestone calculation shall be based on the DPP Phase II results. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination through the Revised System Impact Study report.

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point II, then the Transmission Provider will refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.8. Any withdrawal during the Definitive Planning Phase II, but prior to Interconnection Customer Decision Point II, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase III, then it will be required to pay Definitive Planning Phase III milestone (M4), pursuant to

Section 7.3.2.4.1, as well as provide evidence of continued Site Control for the proposed Generating Facility prior to the end of Interconnection Customer Decision Point II pursuant to Section 7.2.2.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request, during the Interconnection Customer Decision Point II, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.6. If the Transmission Provider does not receive Definitive Planning Phase III (M4) milestone payment during the Interconnection Customer Decision Point II, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase III (M4) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase III milestone (M4) payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase III, the Definitive Planning Phase III (M4) milestone payment becomes 100% non-refundable, pursuant to Section 7.8.

Transmission Provider shall notify Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point II.

7.3.2.4.1 Definitive Planning Phase III Milestone (M4) Calculation.

The Definitive Planning Phase III milestone (M4) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bonds and may replace letters of credit or surety bond with cash. The Definitive Planning Phase III milestone (M4) will be thirty percent (30%) of the amount of Network Upgrades identified in the Revised System Impact Study, not including costs associated with JTIQ Upgrades, less any payments made as M2 and M3, but in no event shall the M4 be less than zero dollars.

7.3.2.4.2 True-down of Milestone Payments.

Within ten (10) Business Days from the start of Definitive Planning Phase III, Transmission Provider shall notify the Interconnection Customer if the total posted M3 and M4 milestone payments (*i.e.*, the sum of the M3 and M4 payments) for the

Interconnection Request exceed thirty percent (30%) of the total Network Upgrade cost assigned to such Interconnection Request in the Revised System Impact Study, excluding the JTIQ Generator Charge. Transmission Provider shall refund such excess amounts to the Interconnection Customer as soon as practicable.

7.3.2.5 Scope of Interconnection Facilities Study.

The first portion of the Interconnection Facilities Study focusing on the Interconnection Facilities or the Connection Facilities for the project will start no later than the first day of Definitive Planning Phase II in accordance with Section 7.3.2 of this GIP. This portion of the Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities or the Connection Facilities, including cost estimates that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Within 10 Business Days of the Interconnection Customer's receipt of the draft Interconnection Facilities Study, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in Business Practices Manual 15 for the Interconnection Facilities and Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer from, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. The Transmission Owner to

whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days. The Transmission Provider or applicable Transmission Owner shall perform the detailed analysis. The Interconnection Facilities Study will also identify any potential control equipment for (1) requests for Interconnection Service that are lower than the Generating Facility Capacity, and/or (2) requests to study a Generating Facility that includes at least one electric storage resource using operating assumptions according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

7.3.3 Definitive Planning Phase III

The Definitive Planning Phase III will start the day after the expiration of the fifteen (15) Business Day Interconnection Customer Decision Point II.

The Definitive Planning Phase III will include the following steps:

(i) Model Review (6 Business Days)

(ii) Final System Impact Study (50 Calendar Days)

(iii) Interconnection Facilities Study for Network Upgrades (90 Calendar Days)

7.3.3.1 Purpose

The Definitive Planning Phase III is designed to provide Interconnection Customers and MHVDC Connection Customers a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. For each specific Network Upgrade

and System Protection Facility that the Transmission Owner did not elect to self-fund as a part of the Revised System Impact Study, the Transmission Owner shall not be permitted to further revise its election after the completion of the Revised System Impact Study. For each specific Network Upgrade and System Protection Facility that the Transmission Owner elected to self-fund as a part of the Revised System Impact Study, each impacted Transmission Owner shall confirm or revise its self-fund election prior to the completion of the Final System Impact Study. In the event that a new Network Upgrade or System Protection Facility is identified in the Final System Impact Study that had not previously been identified in the Revised System Impact Study, each impacted Transmission Owner shall make a binding indication as to whether the Transmission Owner intends to self-fund the new Network Upgrade and System Protection Facility prior to the completion of the Final System Impact Study. A Transmission Owner's self-fund election will be included in the Final System Impact Study. Except as otherwise provided in Section 5.8, a Transmission Owner's failure to provide its self-fund election prior to the completion of the Final System Impact Study shall constitute a waiver of the Transmission Owner's option to self-fund each Network Upgrade and System Protection Facility identified in the Final System Impact Study. Upon completion of the Final System Impact Study, the Transmission Owner(s) to whose facilities the Interconnection Customer or MHVDC Connection Customer proposes to interconnect will perform Facilities Study pursuant to Section 7.3.3.5. Upon completion of the Interconnection Facilities Study, Transmission Provider will tender a draft *pro forma* Generator Interconnection Agreement to the Interconnection Customer and Transmission Owner.

7.3.3.2 Model Building

Before starting the Final System Impact Study, Transmission Provider will

distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase II, pursuant to Section 7.3.2.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase III. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Final System Impact Study.

7.3.3.3 Scope of the Final System Impact Study

The Final System Impact Study shall provide a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. The Final System Impact Study shall follow the procedures as the Revised System Impact Study described in Definitive Planning Phase II Section 7.3.2.3 and additional JTIQ analysis described in Section 7.3.2.3.1, where applicable. Transmission Provider, or Transmission Owner if a Transmission Owner is conducting the study, shall include in the Final System Impact Study any Affected System results and information regarding network upgrades provided in the Affected System's study report, if available from the applicable Affected

System. If the Affected System's study report is not available for inclusion in the Final System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Final System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. Transmission Provider shall utilize existing studies to the extent practicable in performing the Final System Impact Study.

If requested by the Interconnection Customer, the Transmission Provider or Transmission Owner performing the Preliminary, Revised, and Final System Impact Study shall evaluate, as part of the applicable System Impact Study, the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. The requesting Interconnection Customer shall timely provide Transmission Provider with the requisite model information to allow Transmission Provider to evaluate the requested technology. The Transmission Provider or applicable Transmission Owner shall evaluate each requested alternative transmission technology and determine whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations, as an alternative to traditional network upgrades. Transmission Provider shall include an explanation of the results of the Transmission Provider's evaluation for each technology in the applicable System Impact Study report. The Transmission Provider or Transmission Owner's evaluation will be completed pursuant to the provisions set forth in the Generator Interconnection Business Practices

Manual.

The Final System Impact Study will start the day after the completion of the Model Review in the Definitive Planning Phase III. Transmission Provider, or Transmission Owner if a Transmission Owner is performing the study, shall complete the Final System Impact Study within fifty (50) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Final System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Final System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Final System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten

(10) Business Days.

7.3.3.4 Scope of Interconnection Facilities Study.

The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request may begin the second portion of the Interconnection Facilities Study for that Network Upgrade prior to the completion of the Final System Impact Study. The Interconnection Customer(s) responsible for a Network Upgrade may request that the second portion of the Interconnection Facilities Study begin after the completion of Interconnection Customer Decision Point II and prior to the completion of the Final System Impact Study. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request Transmission Owner shall start the second portion of the Interconnection Facilities Study no later than the day following the posting of the Final System Impact Study report and, if applicable, the Affected System's final study report, provided that Transmission Provider has submitted to the applicable Transmission Owner(s) an executed statement of work and purchase order. This phase will identify estimates for the cost and time required to build necessary Network Upgrades that are identified in the Final System Impact Study. The Transmission Owner conducting the study shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days from the start date of the Interconnection Facilities Study.

The Interconnection Facilities Study, in its entirety, shall specify and estimate the cost of the required equipment, engineering, procurement and construction work needed to implement the Network Upgrades and Interconnection Facilities or Connection Facilities identified in the Final System Impact Study in accordance with Good Utility Practice to

physically and electrically connect the Interconnection Facilities or the Connection Facilities to the Transmission or Distribution System, as applicable, as well as that equipment, to the extent known and available in accordance with Section 3.5 of these GIP, required by Affected Systems to accommodate the interconnection of the Generating Facility or the MHVDC Transmission Line.

The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Owner's Interconnection Facilities or Connection Facilities and Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and to the extent known and available in accordance with Section 3.5 of the GIP, upgrades on Affected Systems necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

The Interconnection Customer shall enter into a facilities construction agreement with any neighboring transmission provider for network upgrades identified in the Affected System analysis.

7.3.3.5 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 of this GIP. Transmission Provider and applicable Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection

Facilities Study. The Interconnection Facilities Study for an Interconnection Request shall be typically performed as a Group Study with respect to Common Use Upgrades and/or Interconnection Facilities or Connection Facilities common to more than one Interconnection Request.

At the request of Interconnection Customer or MHVDC Connection Customer or at any time that the Transmission Provider or applicable Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer as to the schedule status of the Interconnection Facilities Study. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study within the time required, such Transmission Owner shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study with the study deposit provided by Interconnection Customer or MHVDC Connection Customer, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer and provide a revised cost estimate with an explanation of the reasons why. Interconnection Customer or MHVDC Connection Customer shall then provide within fifteen (15) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

Transmission Owner shall provide to Transmission Provider a draft

Interconnection Facilities report at the conclusion of the Interconnection Facilities Study. A draft Interconnection Facilities Study will be posted by Transmission Provider for Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

Interconnection Customer or MHVDC Connection Customer and Transmission Owner may, within fifteen (15) Calendar Days after receipt of the draft Interconnection Facilities report and supporting documentation, provide written comments to Transmission Provider, which Transmission Provider shall include in the final Interconnection Facilities report. If the draft Interconnection Facilities report contains a Stand-Alone Network Upgrade, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the cost estimate shall include the cost that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build Stand-Alone Network Upgrades identified in the second portion of the Interconnection Facilities Study within 15 calendar days of receiving the draft Interconnection Facilities report. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in the Business Practices Manual 15 for the Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the

Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. If Interconnection Customer elects to build, Transmission Provider shall include that election in the final Interconnection Facilities report. Transmission Provider shall issue the final Interconnection Facilities report and supporting documentation within ten (10) Calendar Days of receiving the Interconnection Customer's or the MHVDC Connection Customer's comments or promptly upon receiving Interconnection Customer's or the MHVDC Connection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer or MHVDC Connection Customer if the Interconnection Customer's or the MHVDC Connection Customer's comments require Transmission Provider or the applicable Transmission Owner to perform additional analyses or make other significant revisions prior to the issuance of the final Interconnection Facilities Report. Upon request, Transmission Provider or the applicable Transmission Owner shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1. Interconnection Customer or MHVDC Connection Customer shall maintain as confidential any information that is provided by Transmission Provider or the applicable Transmission Owner and identified as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with Section 13.1.

7.4 Meeting with Transmission Provider.

Within ten (10) Business Days of providing draft GIA or TCA appendices and, as applicable, associated draft appendices for the related FCA(s) and/or MPFCA(s) and supporting documentation to Interconnection Customer, Transmission Owner and Interconnection Customer may meet to discuss the results of the Interconnection Facilities Study.

7.5 Interconnection Study Restudy.

If a restudy of any Interconnection Study is required because an Interconnection Request within its respective Definitive Planning Phase cycle withdraws after the commencement of Phase III but prior to the tender of GIAs under Section 11.2.1 of this GIP, Transmission Provider shall provide notice of its intent to perform a final Interconnection Study restudy as necessary. The Transmission Provider's notice of a final Interconnection Study restudy shall include a summary of a preliminary analysis supporting the need for an Interconnection Study restudy, an explanation of why an Interconnection Study restudy is required and a good faith estimate of the cost to perform the Interconnection Study restudy. The Interconnection Study restudy shall be performed subject to the GIP and Business Practices Manuals in effect at the time notice is provided by Transmission Provider. Interconnection Customer or MHVDC Connection Customer shall notify Transmission Provider within five (5) Business Days whether Interconnection Customer or MHVDC Connection Customer wishes to proceed with the Interconnection Study restudy or withdraw its Interconnection Request. Transmission Provider shall deem Interconnection Customer's or MHVDC Connection Customer's failure to notify Transmission Provider to proceed to perform the Interconnection Study restudy as Interconnection Customer's or MHVDC Connection Customer's withdrawal of its Interconnection Request in accordance with Section 3.6 of this GIP. Any withdrawal after the five (5) Business Day withdrawal window referenced above shall be treated as a post-GIA withdrawal for the purposes of Automatic Withdrawal Penalty under Section

7.6.2.1.1 of this GIP. Transmission Provider or the applicable Transmission Owner shall complete such Interconnection Study restudy no later than sixty (60) Calendar Days from the date of notice. If an Interconnection Customer or MHVDC Connection Customer withdraws after the Interconnection Study restudy report is issued, Transmission Provider shall reallocate the costs of any remaining Network Upgrades, as necessary. In no event shall the Transmission Provider or the applicable Transmission Owner perform more than one (1) Interconnection Study restudy.

7.6 Refunds

7.6.1 Refunds of Study Deposits

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to, except as otherwise provided herein, the Interconnection Customer. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

All charges associated with performing Interconnection Studies, during all three phases of the Definitive Planning Phase, are the responsibility of Interconnection Customers or MHVDC Connection Customers with active Interconnection Requests during each respective Definitive Planning

Phase.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time before the end of Interconnection Customer Decision Point I, the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase I but before Interconnection Customer Decision Point I is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase I. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, prior to the expiration of Interconnection Customer Decision Point I will not be responsible to fund any Interconnection Studies that take place during or after the start of the Definitive Planning Phase II of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time after Interconnection Customer Decision Point I, but before the expiration of the Interconnection Customer Decision Point II, then the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase II but before Interconnection Customer Decision Point II is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase II. Any Interconnection Customer or MHVDC Connection Customer that

withdraws its Interconnection Request prior to the expiration of Interconnection Customer Decision Point II will not be responsible to fund any Interconnection Studies that take place during or after the start of Definitive Planning Phase III of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time during Definitive Planning Phase III of the GIP, and if the Transmission Provider determines that an Interconnection Study restudy is required, then the withdrawing Interconnection Customer or MHVDC Connection Customer will be responsible to fund all such restudies in Definitive Planning Phase III of the GIP, up to the amount of that Interconnection Customer's total study deposit. However, if the Transmission Provider determines that no Interconnection Study restudy is required due to the withdrawal of Interconnection Customer's or MHVDC Connection Customer's Interconnection Request, then the withdrawing Interconnection Customer or MHVDC Connection Customer will not be responsible to fund any further Interconnection Studies during Definitive Planning Phase III of the GIP and the Transmission Provider shall refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposit paid to enter the Definitive Planning Phase.

7.6.2 Refunds of Definitive Planning Phase Milestones (M2, M3, M4)

7.6.2.1 Refunds of Definitive Planning Phase entry milestone (M2)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn prior to the start of Definitive Planning Phase I or when Transmission Provider has completed review of

Site Control sufficiency pursuant to Section 7.2.1.3 of the GIP and the Interconnection Request is deemed withdrawn due to Site Control deficiencies. Interconnection Customers and MHVDC Connection Customers are eligible to receive refund of forty percent (40%) of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I. The remaining 60% of the Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP. If the Interconnection Request is withdrawn any time after the Interconnection Customer Decision Point I, then the entire Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP.

7.6.2.1.1 Calculation of the Automatic Withdrawal Penalty

Interconnection Customer shall be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection request is deemed withdrawn pursuant to section 7.2.1.3 or section 3.6 of the GIP. Interconnection Customer shall not be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection Request is deemed withdrawn prior to commencement of Definitive Planning Phase I.

(a) If Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I, the Interconnection Customer shall be charged ten percent (10%)

of the Definitive Planning Phase entry milestone (M2).

(b) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II, the Interconnection Customer shall be charged thirty-five percent (35%) of the Definitive Planning Phase entry milestone (M2).

(c) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point II and before the end of the Definitive Planning Phase III, the Interconnection Customer shall be charged seventy five percent (75%) of the Definitive Planning Phase entry milestone (M2).

(d) If the Interconnection Request is withdrawn or deemed withdrawn after start of the Generator Interconnection Agreement (GIA) negotiations (within 5 days of posting of the Final System Impact Study report) the Interconnection Customer shall be charged one hundred percent (100%) of the Definitive Planning Phase entry milestone (M2).

7.6.2.2 Refund of Definitive Planning Phase II milestone (M3)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase II milestone (M3) only when the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II. If the Interconnection Request is withdrawn any time after the end of Interconnection Customer Decision Point II, then the

Definitive Planning Phase II milestone (M3) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.3 Refund of Definitive Planning Phase II milestone (M4)

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request any time after entering the Definitive Planning Phase III, then the Definitive Planning Phase III milestone (M4) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.4 Withdrawal and refund due to increase in Network Upgrade costs

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Revised System Impact Study increased by more than fifty percent (50%) and more than $10,000 per MW over the Preliminary System Impact Study as a result of Transmission Provider, or Transmission Owner error that is identified prior to the finalization of the revised System Impact Study report. To obtain a refund, Interconnection Customer must withdraw at the end of Interconnection Customer Decision Point II.

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Final System Impact Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Revised System Impact Study as a result of Transmission Provider, Affected System (to the extent available) or Transmission Owner error that is identified prior to the finalization of the Final System Impact Study report. To obtain a refund, Interconnection

Customer must withdraw within five Business Days of posting the results of the Final System Impact Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws and the total Network Upgrade cost estimates in the Interconnection Facilities Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Network Upgrade cost estimates in the Final System Impact Study. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Interconnection Facilities Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws within the later of five (5) Business Days of the results of the study or at the end of an Interconnection Customer Decision Point, if applicable, of results indicating designated increases in estimated upgrade costs across the following intervals:

1. DPP Phase I to DPP Phase II
    a. An increase in MISO Network Upgrade costs from Phase I to Phase II of at least 50%, and more than $10,000 per MW from the Preliminary SIS to the Revised SIS.
2. DPP Phase II to DPP Phase III
    a. An increase in the combined Network Upgrade and Affected System costs from Phase II to the start of GIA negotiation of thirty-five percent (35%) and more than $15,000 per MW from the Revised SIS (including and Affected Systems results received during DPP Phase II) to any Final SIS and Affected Systems results received prior to the start of GIA negotiations.

7.7 Applicability of Definitive Planning Phase Milestone Payments (M2, M3, and M4) to Generator Interconnection Agreement Initial Payment, Transmission Connection Agreement Initial Payment, or construction agreement security

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Definitive Planning Phase milestones to the appropriate Transmission Owner to satisfy the initial payment requirement of the Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement, TCA or other applicable service agreement.

Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund Milestone cash payments exceeding the initial payment requirement to the Interconnection Customer, MHVDC Connection Customer or the applicable Transmission Owner upon Interconnection Customer's or MHVDC Connection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer or MHVDC Connection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event milestone payments were provided pursuant to an irrevocable letter of credit or surety bond such letter of credit or surety bond shall be released upon satisfaction of the later initial payment requirement in the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements, and with Transmission Owner's consent, provided that

the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement.

7.8 Use of Definitive Planning Phase Entry At Risk Milestone Payments (M2, M3 and M4) or Payments of Withdrawn Projects

Upon completion of the Definitive Planning Phase III and after any subsequent restudy performed after Definitive Planning Phase III, Transmission Provider will determine the financial impact of withdrawn projects on each remaining Interconnection Request in the same cycle. This financial impact will be determined using the following two-step method.

Step 1: Transmission Provider first determines the cost of upgrades that are shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared

Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the last study the withdrawing project was included in and the subsequent study.

For each of the step 1 comparisons, if the comparative planning level cost analysis indicates that a project withdrawal causes an increase in financial impact to any remaining co-participants, a financial impact analysis will be performed to determine if the overall costs to the remaining co-participants subsequently increased, those remaining co-participants will be credited using the milestones, and/or payment(s) made under a GIA, FCA, or MPFCA that were forfeited by the withdrawn Interconnection Customers or MHVDC Connection Customers in the same cycle.

Step 2: Transmission Provider will calculate the financial impact to each remaining Interconnection Request that is obligated to fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer

Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Final System Impact Study and the subsequent restudy. For each of the Step 2 comparisons, if any portion of the comparative analyses indicates that the withdrawal of a project causes an increase in the total cost of Network Upgrades,

other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, the Transmission Provider will use the Definitive Planning Phase at-risk milestones (M2, M3 and M4), collected from the withdrawn Interconnection Requests in the current Definitive Planning Phase cycle and/or payment(s) made under a GIA, FCA, or MPFCA, to offset the cost difference for those remaining Interconnection Requests in the same cycle. If any portion of the comparative analyses indicated that the withdrawal of a project causes a decrease in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA. If any portion of the comparative analyses indicates that the withdrawal of a project causes the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests to remain the same, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA.

The total allocation to any remaining Interconnection Requests will not exceed the total Definitive Planning Phase milestones collected from the Interconnection Customers and MHVDC Connection Customers that withdrew their Interconnection Requests from the same Definitive Planning Phase cycle and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA. In instances where the total cost of Network Upgrades has increased for multiple Interconnection Requests, but the collected Definitive Planning Phase milestones and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA are insufficient to cover the increase in total cost of Network Upgrades for all affected Interconnection Requests, the Transmission Provider will allocate

the collected Definitive Planning Phase milestones equally as a percentage of increased Network Upgrade costs.

If any collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA remain after allocating to remaining affected Interconnection Requests, the Transmission Provider will refund the remaining collected Definitive Planning Phase at-risk milestones to each Interconnection Customer and MHVDC Connection Customer in proportion to that customer's forfeited milestone payments as a *pro rata* share of the total collected Definitive Planning Phase milestones and/or payments made under a GIA, FCA, or MPFCA.

The amount of the payment(s) made under a GIA, FCA, or MPFCA that can be used to compensate for financial impact under this Section cannot exceed the amount of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase milestones.

7.8.1 Use of the Automatic Withdrawal Penalty Payments

For each DPP study group, Transmission Provider shall hold all Automatic Withdrawal Penalty funds until all Interconnection Customers in that study group have either: (1) withdrawn or been deemed withdrawn; (2) executed a GIA; or (3) requested a GIA to be filed unexecuted. Any Automatic Withdrawal Penalty funds collected from each DPP study group shall be allocated towards studies cost and Network Upgrade costs for Interconnection Customers in the same study group that have executed the GIA or requested the GIA to be filed unexecuted.

Automatic Withdrawal Penalty funds shall be distributed to the Interconnection Customers in the same DPP study group that executed their GIA or requested to have their GIA filed unexecuted following the last

Effective Date of any GIA for an Interconnection Request in the study group. The amount of Automatic Withdrawal Penalty funds distributed to an Interconnection Customer shall not exceed the total study costs and Network Upgrade costs.

Transmission Provider shall post the balance of Automatic Withdrawal Penalty funds held by Transmission Provider but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

7.9 Provisional Generator Interconnection Agreement

The Transmission Provider may provide a provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies that indicate that there is a level of interconnection that can occur without any additional Network Upgrades. An Interconnection Customer may request such Provisional Generator Interconnection Agreement by providing written notice to the Transmission Provider beginning upon Interconnection Request submission and up to and through Interconnection Customer Decision Point II (Section 7.3.2.4 of this GIP). An Interconnection Customer that qualifies for inclusion in a JTIQ Participation Group shall execute or request the unexecuted filing of the JTIQ Commitment Agreement concurrently with their provisional GIA and, if tendered, the SPP JTIQ Service Agreement. If the SPP JTIQ Service Agreement has not been tendered to Interconnection Customer by the time such Interconnection Customer executes or rests the unexecuted filing of the provisional Generator Interconnection Agreement, the provisional Generator Interconnection Agreement shall include a milestone in Appendix B requiring the Interconnection Customer to execute or request the unexecuted filing of such agreement within fifteen (15 days after it is tendered).

If scheduled Interconnection Customer Decision Point I, Interconnection

Customer Decision Point II, or the Interconnection Facilities Study for Network Upgrades becomes delayed by more than sixty (60) Calendar Days, Interconnection Customers may also request a Provisional Generator Interconnection Agreement from Transmission Provider. A request for a Provisional Generator Interconnection Agreement at any other time shall be deemed invalid by the Transmission Provider.

All provisions of the Definitive Planning Phase (Section 7 of this GIP) apply, except as provided in Section 7.9.1. After receiving a request for a Provisional Generator Interconnection Agreement, the Transmission Provider will begin the first portion of the Interconnection Facilities Study as discussed in Section 7.3.3.4 and will perform a Provisional Interconnection Study. After completing required studies, the Transmission Provider will issue a draft Provisional Generator Interconnection Agreement pursuant to Section 11.2.

7.9.1 Additional Definitive Planning Phase Requirements for Provisional Generator Interconnection Agreements

Interconnection Customers seeking a Provisional Generator Interconnection Agreement must submit Definitive Planning Phase II and Definitive Planning Phase III Milestones (M3 and M4). If M3 and M4 have not been calculated at the time of Interconnection Customer's request for a Provisional Generator Interconnection Agreement, M3 and M4 shall each be initially $8,000 per MW. The Transmission Provider shall then calculate the M3 and M4 as provided in Sections 7.3.1.4.1 and 7.3.2.4.1. If the actually calculated M3 and M4 values are higher than the M3 and M4 previously paid, Interconnection Customer shall pay any difference between the M3 and M4 previously paid and the actually calculated values within thirty (30) Calendar Days of those amounts being calculated by the Transmission Provider. Failure to pay any difference between the calculated M3 and M4 and the initially paid M3 and M4 within thirty (30)

Calendar Days shall result in automatic withdrawal of the Interconnection Request. If the actually calculated M3 and M4 values are lower than the M3 and M4 previously paid, Transmission Provider shall refund any difference between the M3 and M4 previously paid and the actually calculated values.

7.9.2 Consent to Proceed Through Definitive Planning Phase Decision Points

Interconnection Customers seeking a Provisional Generator Interconnection Agreement automatically consent to the Transmission Provider moving the Interconnection Request through Definitive Planning Phases II and III without regard to Interconnection Customer Decision Point II unless notification of withdrawal is provided to the Transmission Provider.

7.9.3 Withdrawal

Interconnection Customers seeking a Provisional Generator Interconnection Agreement are eligible to receive one hundred percent (100%) refund of all Definitive Planning Phase milestones (M2, M3, and M4) only when the Interconnection Request is withdrawn prior to the start of Definitive Planning Phase I and unencumbered study deposits remaining, except as noted in Section 4.1.2.3. Interconnection Customers seeking a Provisional Generator Interconnection Agreement at the time of Interconnection Request submission may withdraw before the end of Interconnection Customer Decision Point I and Transmission Provider will refund forty percent (40%) of the Definitive Planning Phase entry milestone (M2), all of the Definitive Planning Phase Milestone payments M3 and M4, and unencumbered study deposits remaining. Sixty percent (60%) of the Definitive Planning Phase entry Milestone (M2) becomes non – refundable pursuant to section 7.6.2.1.1 and Section 7.8 of the GIP.

After Interconnection Customer Decision Point I, Interconnection Customers seeking a Provisional Generator Interconnection Agreement may withdraw from the Transmission Provider's interconnection queue at any time, but all Definitive Planning Phase milestones (M2, M3, and M4) become non-refundable pursuant to section 7.6.2.1.1 and Section 7.8, and will be used in accordance to Section 7.8 and Section 7.8.1. Interconnection Customers seeking a Provisional Generator Interconnection Agreement shall not be eligible for any milestone payment refunds provided under Section 7.6.2.4.

7.9.4 Reversion to Standard Definitive Planning Phase Process

Interconnection Customers seeking a Provisional Generator Interconnection Agreement may notify Transmission Provider before and during Interconnection Customer Decision Point I that the Interconnection Customer wishes to revert to the standard Definitive Planning Phase process. Transmission Provider will subsequently refund the Definitive Planning Phase III (M4) milestone payment. Interconnection Customer must then continue to abide by all Definitive Planning Phase requirements.

SECTION 8. TRANSMISSION PROVIDER AS AN AFFECTED SYSTEM

8.1 Applicability.

This Section 8 outlines the duties of Transmission Provider when it receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System. If applicable, any Joint Operating Agreements ("JOA"), Joint Planning Agreements ("JPA") or any other agreements filed with the Commission will govern Transmission Provider's Affected System procedures when Transmission Provider performs an Affected System Study. The sections below outline general procedures in absence of any such Agreement or

documentation.

8.2 Response to Notification.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission, as noted in Section 8.1, when Transmission Provider receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System, Transmission Provider will perform a screen to determine if a study is needed.

Transmission Provider shall respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study. No later than fifteen (15) Business Days after Transmission Provider responds with its affirmative intent to conduct an Affected System Study, Transmission Provider shall share with the host transmission provider a non-binding, good faith estimate of the cost and schedule to complete the Affected System Study. If a study is determined necessary, Transmission Provider and host transmission provider will enter into an Affected System Study Agreement in the form of Appendix 16 to this GIP. Terms of this agreement will include cost, schedule and interconnection request list scope to complete the Affected System Study.

Within fifteen (15) Business Days of receipt of notification of restudy, Transmission Provider shall send written notification to host transmission provider involved in the restudy that Transmission Provider intends to delay a planned or in-progress Affected System Study until after completion of the restudy. If Transmission Provider decides to delay the Affected System Study, it is not required to meet its obligations under Section 8 of this GIP until the time that it receives notification from the host transmission provider that the restudy is complete. If Transmission Provider decides to move forward with its Affected

System Study despite the restudy, then it must meet all requirements under Section 8 of this GIP.

8.3 Affected System Queue Position.

Transmission Provider must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be determined based upon the queue priority date outlined in Joint Operating Agreements, or other affected system agreement accepted by the Commission.

In the event there is no such document between the Transmission Provider and the host transmission provider, the queue priority date will be determined by the date when all milestones for the Affected System Study Agreement are met.

The queue priority date of Interconnection Requests submitted to the Transmission Provider shall be the date of Decision Point I completion of the cluster.

The Affected System Queue Position of the Affected System Interconnection Customer(s) with an earlier queue priority date shall be higher-queued than any interconnection requests that has a later queue priority date.

Consistent with Section 8.6 of this GIP, Transmission Provider shall study the Affected System Interconnection Customer(s) via cluster study methodology, and all Affected System Interconnection Customer(s) studied in the same cluster under Section 8.6 shall be equally queued. For Affected System Interconnection Customer(s) that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study.

The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 8.7 of this GIP.

8.4 Affected System Study Agreement.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission as noted in Section 8.1, Transmission Provider will enter into an Affected System Study Agreement, in the form of Appendix 16 to this GIP, with the host transmission provider and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and interconnection request list scope to complete the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms.

Host transmission provider shall execute the Affected System Study Agreement, deliver the executed Affected System Study Agreement to Transmission Provider, and provide the Affected System Study deposit within ten (10) Business Days of receipt.

If Transmission Provider notifies the host transmission provider that it will delay the Affected System Study pursuant to Section 8.2 of this GIP, host transmission provider is neither required to execute and return the previously tendered Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study Agreement.

If host transmission provider does not provide all required technical data when it delivers the Affected System Study Agreement, Transmission Provider shall notify the deficient host transmission provider of the technical data deficiency

within five (5) Business Days of the receipt of the executed Affected System Study Agreement and the deficient host transmission provider shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement or deposit for the Affected System Study Agreement.

If the host transmission provider fails to cure any technical data deficiency, execute its Affected System Study Agreement, or provide the deposit, the host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that caused the deficiency. The deficient Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and the deficient Affected System Interconnection Customer(s) shall be removed from the Affected System Study Agreement.

If a host transmission provider fails to pay its undisputed costs related to the Affected System Study within thirty (30) Calendar Days of the invoice, host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that have failed to pay its undisputed costs related to the Affected System Study. The identified Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and Transmission Provider shall confirm with the host transmission provider of such failure to pay.

8.5 Scope of the Affected System Study.

The Affected System Study Agreement will include interconnection request list as scope, further scope information, study methodology, and study deliverable details for the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms. The Affected System Study shall

evaluate the impact that any Affected System Interconnection Customer(s) proposed interconnection to another transmission provider's transmission system will have on the reliability of Transmission Provider's Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified network upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to Transmission Provider's Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed a GIA or requested that an unexecuted GIA be filed with the Commission. Transmission Provider has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow and stability analysis, as well as a short circuit screen. The Affected System Study will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt if the interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost for Affected System Network Upgrades. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study results shall include a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system, as well as a nonbinding good faith

estimate of cost responsibility, i.e. the Affected System Network Upgrades. The Affected System Study results will be provided to the host transmission provider in the Affected System Study Report.

8.6 Affected System Study Procedures.

Transmission Provider shall use cluster study methodology in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single cluster may cause the need for Affected System Network Upgrades. Transmission Provider shall complete the Affected System Study and provide the Affected System Study Report to the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of a valid Affected System Study Agreement and deposit.

Transmission Provider shall post regular status updates regarding all ongoing Affected System Study. If Transmission Provider is unable to complete the Affected System Study within the requisite time period, it shall notify the host transmission provider and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If Transmission Provider does not meet the deadlines in this section, Transmission Provider shall be subject to the financial penalties as described in Section 3.9 of this GIP. Upon request, Transmission Provider shall provide supporting documentation including power flow, short circuit and stability models for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this GIP.

Transmission Provider must use Energy Resource Interconnection Service modeling standard used for Interconnection Requests on its own Transmission System for Affected System Study(ies), regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.7 Cost Allocation for Affected System Network Upgrades.

Transmission Provider shall allocate costs for Affected System Network Upgrades identified during the Affected System Study by interconnection request, using a pro rata impact method, consistent with Section 4.2.1 of this GIP. Affected System Interconnection Customers will be responsible to pay their portion of the Affected System Network Upgrades identified during the Affected System Study.

8.8 Restudy.

Transmission Provider shall determine the need for restudy of the Affected System Study as the result of withdrawals of interconnection request from host transmission provider, loss of Affected System Queue Position, or withdrawal of Transmission Provider's higher or equally queued clusters. If restudy of the Affected System Study is required, Transmission Provider shall notify the host transmission provider in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than ninety (90) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied through the host transmission provider. Transmission Provider will issue a new version of the Affected System Study Report.

Transmission Provider shall transmit a draft Affected System Study Report to the

host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.9 Interconnection Facilities Study.

In accordance with Section 7.3.3.4 of this GIP, an Interconnection Facilities Study will be performed by Transmission Owner on any Affected System Network Upgrades identified through the Affected System Study. The host transmission provider will fund the Affected System Network Upgrades facilities study and the study scope, timing and funding will be determined by the Affected System Network Upgrade facilities study agreement. The Interconnection Facilities Study for such Affected System Network Upgrades shall start the day after Transmission Provider submits to the applicable Transmission Owner(s) an executed statement of work and purchase order.

Unless otherwise agreed and in a timely manner, Transmission Provider, Transmission Owner, and host transmission provider will enter into an Affected System Network Upgrade facilities study agreement, in the form of Appendix 17 to this GIP, and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and Affected System Network Upgrade(s) list scope to complete the Affected System Network Upgrade facilities study as well as payment terms such as deposit, invoicing and any further applicable terms.

Upon receipt from the Transmission Owner, Transmission Provider shall transmit to the host transmission provider a draft Affected System Network Upgrade facilities study report for Affected System Interconnection Customers for a comment window. A draft Affected System Network Upgrade facilities study

report may be posted by the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.10 Tender of Facilities Construction Agreement to Affected System Interconnection Customer/Multi-Party Facilities Construction Agreement to Affected System Interconnection Customer.

Transmission Provider shall tender to Affected System Interconnection Customer(s) a Facilities Construction Agreement/Multi-Party Facilities Construction Agreement, as applicable, in the form of Appendix 8 or 9 to this GIP within thirty (30) Calendar Days of providing the final Interconnection Facilities Study report. Affected System Interconnection Customer's failure to execute the Facilities Construction Agreement or Multi-Party Facilities Construction Agreement, as applicable, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position. Transmission Provider will drive the negotiation process with Transmission Owner(s) and Affected System Interconnection Customer(s) in accordance with the processes and timelines set forth in Section 11 of this GIP.

SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.

Prior to executing an GIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time

items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Definitive Planning Phase Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its Interconnection Request, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or a Party to the E&P Agreement terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission Owner may elect: (i) to take title to the equipment, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OTHER INTERCONNECTION STUDIES.

10.1 Optional Interconnection Study

10.1.1 Optional Interconnection Study Agreement.

Optional Interconnection Studies are for informational purposes only and are to be completed within an agreed upon time period using Reasonable Efforts. The request for an Optional Interconnection Study can be made on a stand-alone basis or in parallel with the processing of valid Interconnection Request. The request shall describe the assumptions that Interconnection Customer or MHVDC Connection Customer wishes Transmission Provider to study within the scope described in Section 10.1.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer or MHVDC Connection Customer must provide for each phase of the Optional Interconnection Study, and (ii) specify Interconnection Customer's or MHVDC Connection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the Optional Interconnection Study case. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request and shall continue processing the Interconnection Request in accordance with these GIP.

Interconnection Customer or MHVDC Connection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business

Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a deposit equal to sixty thousand dollars ($60,000.00) to Transmission Provider.

10.1.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer or MHVDC Connection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.1.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer or MHVDC Connection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to

complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

10.2 Provisional Interconnection Study

10.2.1 Scope of Provisional Interconnection Study

The Provisional Interconnection Study will consist of stability, short circuit, and voltage analysis to identify issues that would result if the Generating Facility were interconnected without project modifications or system modifications. The Provisional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide Energy Resource Interconnection Service on a provisional basis based upon the results of the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to coordinate the study with any affected systems that may be affected by the type of Interconnection Service that is being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Provisional Interconnection Study.

10.2.2 Provisional Interconnection Study Procedures

Transmission Provider must receive the information and milestones as described in Sections 7.9 and 7.9.1 prior to beginning the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to complete the Provisional Interconnection Study within a mutually agreed upon time. If Transmission Provider is unable to complete the Provisional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Actual cost of the Provisional Interconnection Study shall be paid by Interconnection Customer or MHVDC Connection Customer pursuant to Section 7.6.1. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Provisional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

SECTION 11. GENERATOR INTERCONNECTION AGREEMENT (GIA), FACILITIES CONSTRUCTION AGREEMENT (FCA), AND MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT (MPFCA).

11.1 Tender.

Except as provided in Section 3.12.6 and 11.1.1, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, draft JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), together with draft appendices completed to the extent practicable, within five (5) Business Days after issuance of the applicable first portion of the Interconnection Facilities Study report and Final System Impact Study report.

Throughout this Section 11, the applicable Interconnection Facilities Study for a GIA shall be the Interconnection Facilities Study that was initiated for that project in DPP Phase II. For EGIAs or LLGIAs, this shall be the applicable Interconnection Facilities Study initiated through ERAS or LARS. Throughout this Section 11, the applicable Interconnection Facilities Study for a Network Upgrade that is addressed in a FCA or MPFCA or GIA shall be the Interconnection Facilities Study performed for that Network Upgrade. For Interconnection Requests initiated through LARS, the Final System Impact Study shall be the LARS System Impact Study.

At the request of any Party, and except for Interconnection Requests for an ERAS, LARS, or ZG Interconnection Request, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, JTIQ Service Agreement(s), draft FCA(s), together with draft appendices completed to the extent practicable, within ten (10) Calendar Days of receiving such request, provided such request is received after the completion of Interconnection Customer Decision Point II and issuance of the draft Phase II Interconnection Facilities Study. The draft GIA and, as applicable, draft FCA and the Transmission Provider's JTIQ Service Agreement(s), shall be in the form of the Transmission Provider's current *pro forma*. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft GIA, the draft GIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer.

11.1.1 Common Use Upgrades and Multi-Party Facilities Construction Agreements.

In the event that the Final System Impact Study report indicates that more than

one Interconnection Request causes the need for Network Upgrades or System Protection Facilities, Transmission Provider shall determine whether such Network Upgrades or System Protection Facilities are Common Use Upgrades requiring the use of a MPFCA. No later than ten (10) Calendar Days after issuance of the Final System Impact Study report and the applicable final Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA, Transmission Provider shall tender the draft MPFCA to all Interconnection Customers that create the need and share the responsibility for the Common Use Upgrade. If Transmission Provider determines that an Interconnection Customer should be added to an MPFCA as a party, Transmission Provider shall tender a draft MPFCA to the prospective Interconnection Customer and include the prospective Interconnection Customer in Group Studies as applicable.

Upon the written request of all Interconnection Customers that are Party to the MPFCA, Transmission Provider shall tender the MPFCA within ten (10) Calendar Days of receiving such written request, provided such request is received after issuance of: (i) the Final System Impact Study report; and (ii) the applicable draft Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA.

11.2 Negotiation.

Interconnection Customer and Transmission Owner shall return comments on the draft GIA, and as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) within twenty (20) Business Days, or for Interconnection Requests in an ERAS five (5) Business Days, or for Interconnection Requests in LARS ten (10) Business Days, of receipt of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s), along with the completion of the parts of the appendices for which Interconnection Customer is responsible. Within ten (10) Business Days after the comments are submitted, or for Interconnection Requests in an ERAS or

seeking ZG Interconnection Service five (5) Business Days, or for Interconnection Requests in LARS five (5) Business Days, Transmission Provider shall tender a revised draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties, together with draft appendices.

The Parties shall begin negotiations concerning the appendices to the GIA, and, as applicable, FCA(s) and/or MPFCA(s) upon tender of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties in accordance with the terms of Section 11.1 of this GIP. Except as provided in Section 11.2.1 of this GIP, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA for no more than forty (40) Business Days after issuance of the Final System Impact Study report. For Interconnection Requests in an ERAS or those seeking ZG Interconnection Service twenty (20) Business Days from notice to proceed in Section 3.9.4 or 3.11.3 of these GIP. For Interconnection Requests in LARS fifteen (15) Business Days from tender of the draft GIA as defined in 3.12.6 of these GIP. Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate draft FCA(s) and/or MPFCA(s) for no more than forty (40) Business Days after issuance of the applicable final Interconnection Facilities Study reports applicable to the FCA(s) and/or MPFCA(s) that are subject to negotiation and the Final System Impact Study report.

If Interconnection Customer, Transmission Owner or Transmission Provider determines that negotiations are at an impasse, it may request termination of the negotiations by providing written notice to the other parties at any time after tender of the draft GIA, and, as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) pursuant to Section 11.1 and request submission of the unexecuted GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. The Interconnection Customer, Transmission Owner or

Transmission Provider may request such termination and request for an unexecuted filing during the negotiation period established in this Section 11.2 and under the negotiation period established in Section 11.2.1 of this GIP, as applicable. If an Interconnection Customer requests termination of its negotiations, but within thirty (30) Calendar Days thereafter fails to request the filing of the unexecuted GIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), it shall be deemed to have withdrawn its Interconnection Request.

11.2.1 Optional negotiation period adjustment for Interconnection Facilities Study or Affected Systems Study results.

Except for Interconnection Requests in an ERAS, LARS, or those seeking ZG Interconnection Service, the Interconnection Customer may postpone the start of the negotiation period for the GIA, and as applicable, draft FCA(s) and/or MPFCA(s), until the later of the issuance of the applicable final Interconnection Facilities Study report or the issuance of the Affected Systems Study Report. Interconnection Customer shall make such election by providing written notice to the Transmission Provider prior to the posting of the Final System Impact Study report. If Interconnection Customer makes such election, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA and as applicable, JTIQ Commitment Agreements, draft FCA(s) and/or MPFCA(s), for no more than forty (40) Business Days after the later of the issuance of the final applicable Interconnection Facilities Study or issuance of the Affected System Study Report.

11.3 Execution and Filing.

Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final GIA, and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and/or final MPFCA(s) prepared for execution by the parties within fifteen (15) Business Days after the completion of the forty (40)

Business Day negotiation period in accordance with Section 11.2 of this GIP. For Interconnection Requests for an ERAS or ZG Interconnection Service, the Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final EGIA or ZGIA within ten (10) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. For LARS Interconnection Requests, the Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final LLGIA executed by Transmission Provider, within fifteen (15) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. Within forty-five (45) Calendar Days of tender of the final GIA or ZGIA, and within fifteen (15) Business Days for LLGIA and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer and Transmission Owner shall either: (i) execute the tendered GIA or ZGIA or LLGIA, and, as applicable, final JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s); or (ii) request in writing that Transmission Provider file with FERC the GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form.

If Interconnection Customer has neither executed the GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), nor requested filing of the GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form within forty-five (45) Calendar Days, or for Interconnection Requests in an ERAS ten (10) Business Days, or for Interconnection Requests in LARS fifteen (15) Business Days, of tender of the final GIA, LLGIA, or ZGIA, and, as applicable, JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer shall be deemed to have withdrawn its Interconnection Request. The Interconnection Customer's forty-five (45) Calendar Day deadline for execution will not reset in the event that an additional change is made to the GIA, LLGIA, or ZGIA, JTIQ Service Agreement(s), FCA, or MPFCA after circulation for

execution.

Within ten (10) Business Days after receiving from the Interconnection Customer(s) and the Transmission Owner either the executed tendered GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or the request to file an unexecuted GIA or ZGIA or LLGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), Transmission Provider shall report or file the GIA, ZGIA or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC, together with its explanation of any matters as to which Interconnection Customer, Transmission Owner and Transmission Provider disagree and support for the costs that Transmission Owner proposes to charge to Interconnection Customer under the GIA, ZGIA or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s). An unexecuted GIA, ZGIA or LLGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), shall contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request.

Within one-hundred and eighty (180) Calendar Days after receipt of the final GIA Interconnection Customer shall provide Transmission Provider with reasonable evidence that one or more of the following milestones in the development of the Generating Facility has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an authorized officer from or agent of Interconnection Customer attesting that Interconnection Customer owns the Generating Facility and it is required to serve load; or (v) documentation of application for all necessary state and local air,

water, land, federal nuclear, and/or Environmental Law permits and that the application is proceeding per regulations.

11.4 Commencement of Interconnection Activities.

If Interconnection Customer executes the final GIA, ZGIA or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) Transmission Provider, Transmission Owner and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA, ZGIA or LLGIA and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), subject to modification by FERC. Unless otherwise agreed by all Parties, upon submission of an unexecuted GIA, ZGIA or LLGIA and, as applicable, unexecuted tendered JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), the Parties shall promptly comply with the unexecuted GIA, ZGIA or LLGIA and, as applicable, unexecuted JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), subject to modification by FERC. As applicable, compliance with the terms of such unexecuted JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or execution and performance under a JTIQ Service Agreement(s), FCA and/or MPFCA will be a requirement under the GIA, LLGIA or ZGIA.

11.5 Special Considerations.

The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement will be updated on a quarterly basis, and determined by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service. This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability as described in Attachment C of this Tariff with dispatch and optimization algorithms posted on the MISO internet site. Limits will be posted on the Transmission Provider's OASIS site, and operation above those limits will be deemed as unauthorized use of the transmission system and

subject to provisions in this Tariff surrounding that use. Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and future Network Upgrade cost responsibilities.

11.6 Quarterly Operating Limit Studies.

Interconnection Customers subject to Quarterly Operating Limits shall be responsible for the cost of performing the required quarterly studies. Interconnection Customers shall submit a Quarterly Operating Limit study deposit in the amount of $10,000 sixty (60) Calendar Days prior to the start of the first applicable binding quarter. Any difference between the study deposit and the actual cost of the applicable Quarterly Operating Limit studies shall be paid by, or refunded to, the Interconnection Customer. MISO will refund any difference the quarter following the Interconnection Customer no longer being subject to Quarterly Operating Limits.

SECTION 12. CONSTRUCTION OF TRANSMISSION OWNER'S OR AFFECTED SYSTEM TRANSMISSION OWNER'S INTERCONNECTION FACILITIES, SYSTEM PROTECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES.

12.1 Schedule.

Transmission Owner, Interconnection Customer, and, as applicable, Interconnection Customers in an MPFCA and a Transmission Owner that is an Affected System and, at its election, Transmission Provider shall negotiate in good faith concerning a schedule for the construction of the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Network Upgrades, Common Use Upgrades, and the Stand-Alone Network Upgrades, excluding JTIQ Upgrades. Interconnection Customer and Transmission Owner shall each provide the other Parties its detailed construction

schedule.

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, if any, and Network Upgrades, including any Common Use Upgrades. If the time required to build the facilities described in the GIA, and, as applicable, FCA(s) and/or MPFCA(s), excluding JTIQ Upgrades, is greater than the time between execution of the GIA, and, as applicable, FCA(s) and/or MPFCA(s) and the requested In-Service Date, the In-Service Date will be adjusted through the milestones delineated in the GIA, and as applicable, FCA(s) and/or MPFCA(s) appendices prior to the execution of the Generator Interconnection Agreement.

12.2.2 Advance Construction of Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades that are an Obligation of an Entity other than Interconnection Customer

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to

support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades, to the extent it is obligated for any such construction, to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner: (i) any associated expediting costs and (ii) the cost of such Network Upgrades, System Protection Facilities or Distribution Upgrades. Transmission Owner will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s). Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Owner has not refunded to Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. Transmission Owner shall forward to Interconnection Customer (with copy to Transmission Provider) the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. Transmission Owner then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s).

12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of Transmission Provider

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution

Upgrades that: (i) are necessary to support such In-Service Date, including those listed as a contingent element in the Interconnection Customer's GIA, and, as applicable, FCA(s) and/or MPFCA(s); and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any per Attachment FF, for any expediting costs paid associated with the Network Upgrades.

12.2.4 Amended Interconnection System Impact and/or Interconnection Facilities Study

The Interconnection System Impact Study resulting from the Definitive Planning Phase and/or Interconnection Facilities Study(ies) will be amended to determine the facilities necessary to support the requested In-Service Date. Any amended study will follow the procedures provided in the GIP, as applicable, regarding such study and study cost, and include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any Party to another Party prior to the execution of a GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s).

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Section warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s); or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s). Information designated as

Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

13.1.2 Release of Confidential Information

No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements) employees, agents, consultants, or to non-parties who may be or considering providing financing to or equity participation with Interconnection Customer or MHVDC Connection Customer, or to potential purchasers or assignees of Interconnection Customer or MHVDC Connection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties

By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party

nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of the GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 13.1. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the

receiving Party breaches or threatens to breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to FERC, Its Staff, or a State.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to these GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. The Party is prohibited from notifying the other Parties prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112.

Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

13.1.9 Subject to the exception in Section 13.1.8, any information that a disclosing Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under the GIP or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the receiving Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

13.1.11 At the Interconnection Customer's or MHVDC Connection Customer's election, Transmission Provider shall cause the party in lawful possession of Confidential Information to, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under the GIP. Transmission Provider shall remain primarily liable to Interconnection Customer or MHVDC Connection Customer for the performance of such subcontractors and compliance with its obligations of the GIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and for no other purpose.

13.3 Obligation for Study Costs.

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or MHVDC Connection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

In the event Interconnection Customer's or MHVDC Connection Customer's project is withdrawn, terminated or suspended, Transmission Provider shall not be required to refund any unused portion of the study deposit paid to enter the Definitive Planning Phase that is necessary to account for study costs associated with the project or restudy costs associated with any affected lower-queued projects, any other project with which Interconnection Customer's or MHVDC Connection Customer's project shares responsibility for funding a Common Use Upgrade, or, in the event the project is included in a Group Study, any other affected projects in the Group Study. Unused study deposits from the Definitive Planning Phase that are not otherwise required due to the withdrawals, termination or suspension of the project will be refunded upon Commercial Operation.

13.4 Non-Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer or MHVDC Connection Customer receives notice pursuant to the GIP that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer or MHVDC Connection Customer receives neither the Interconnection Study nor a notice under the GIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer or MHVDC Connection Customer may require Transmission Provider or its agent to utilize a consultant reasonably acceptable to Interconnection Customer or MHVDC Connection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer or MHVDC Connection Customer, or on its own

volition.

In all cases, use of a consultant shall be in accord with Article 26 of the GIA or ZGIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's or MHVDC Connection Customer's pending Interconnection Request and not interfere with the Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer or MHVDC Connection Customer requests use of a consultant to perform such Interconnection Study, Interconnection Customer or MHVDC Connection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's or MHVDC Connection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such consultant contract may be entered into with either Interconnection Customer or MHVDC Connection Customer or Transmission Provider at the Transmission Provider's discretion. In the case of (iii), Interconnection Customer or MHVDC Connection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such consultant study. Such consultant shall be required to comply with the GIP, Article 26 of the GIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such consultant and Interconnection Customer or MHVDC Connection Customer to

complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s), the GIP, or their performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted in accordance with the dispute resolution procedures of the Tariff. In the event the designated representatives are able to resolve the claim or dispute within the above-described thirty (30) Calendar Day period, the disputing Party shall submit a written explanation of the resolution to the non-disputing Parties and shall obtain the written acknowledgement and acceptance from each non-disputing Party.

Disputes received after the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s) has been tendered for execution pursuant to section 11.1 of this GIP will not affect any applicable deadline pursuant to Section 11.2 of this GIP.

13.5.2 Non-binding Dispute Resolution

If a Party has submitted a Notice of Dispute pursuant to section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue binding dispute resolution, a Party may request that Transmission Provider engage in non-binding dispute resolution pursuant to this section by providing written notice to the Transmission Provider and other Party ("Request for Non-binding Dispute Resolution"). Such request shall not require the agreement of any other Party to proceed. The process set forth in this section shall serve as an alternative to, and not a replacement of, any other dispute resolution procedures contained within Attachment HH or otherwise authorized by the Tariff. Within 30 days of receipt of a Request for Non-binding Dispute Resolution pursuant to this Section, the Transmission Provider shall appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. Such decision-maker shall be authorized only to interpret and apply the provisions of the GIP, GIA or ZGIA, and as applicable, FCA(s) and/or MPFCA(s), and shall have no power to modify or change any provision of the GIP, GIA, ZGIA FCA(s) or MPFCA(s) in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in this Nonbinding Dispute Resolution Process in future dispute resolution processes under the Tariff, including in arbitration, or in a Federal Power Act section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute. Non-binding dispute resolutions conducted pursuant to this

section shall adhere to any procedural and timing requirements set forth in the Generator Interconnection Business Practices Manual unless all parties to such dispute agree to modify such rules.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Owners That Own Facilities Financed by Local Furnishing Bonds.

This provision is applicable only to a Transmission Owner that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of the GIP or GIA, and, as applicable, ZGIA(s), FCA(s) and/or MPFCA(s), Transmission Provider and Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer or MHVDC Connection Customer pursuant to this GIA or ZGIA and GIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer or MHVDC Connection Customer could jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service. Transmission Provider shall notify Transmission Owner who then shall confirm the tax-exempt status of any local furnishing bond(s) used by Transmission Owner and shall advise Interconnection Customer or MHVDC Connection Customer

and Transmission Provider within thirty (30) Calendar Days of Transmission Provider's notice to Transmission Owner. Interconnection Customer or MHVDC Connection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Transmission Provider's Tariff.

SECTION 14. FAST TRACK PROCESS.

14.1 Applicability.

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission System if the Small Generating Facility is no larger than 5 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Appendix 3 of this GIP, or Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

14.1.1 Capacity of the Small Generating Facility

The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of

injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

14.2 Initial Review.

Within fifteen (15) Business Days after Transmission Provider notifies Interconnection Customer it has received a complete Interconnection Request, Transmission Provider shall perform an initial review using the screens set forth below, shall notify Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens.

14.2.1 Screens.

14.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission System or Distribution System that is subject to the Transmission Provider's control under the Tariff.

14.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the relevant substation. A line section is that portion of a Transmission Provider controlled electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

14.2.1.3 For interconnection of a proposed Small Generating Facility to the

load side of spot network protectors, the proposed Small Generating Facility must use an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or 50 kW.

14.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

14.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed eighty-seven and one half percent (87.5%) of the short circuit interrupting capability; nor shall the interconnection proposed for a circuit that already exceeds eighty-seven and one half (87.5%) of the short circuit interrupting capability.

14.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

14.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

14.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.

14.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (*e.g.*, three or four transmission busses from the Point of Interconnection).

14.2.1.10 No construction of facilities by Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.

14.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and Transmission Provider will provide

Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.3 If the proposed interconnection fails the screens, but Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, Transmission Provider shall provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.4 If the proposed interconnection fails the screens, but Transmission Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless Interconnection Customer is willing to consider minor modifications or further study, Transmission Provider shall provide Interconnection Customer with the opportunity to attend a customer options meeting.

14.3 Customer Options Meeting.

If Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify Interconnection Customer of that determination within five (5) Business Days after that determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Transmission Provider's determination, Transmission Provider shall offer to convene a customer options meeting with Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to

be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, Transmission Provider shall:

14.3.1 Offer to perform facility modifications or minor modifications to the Transmission System (*e.g.*, changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission System, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten (10) Business Days of the customer options meeting; or

14.3.2 Offer to perform a supplemental review in accordance with Section 14.4 and provide a non-binding good faith estimate of the costs of such review; or

14.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the Attachment X Generator Interconnection Procedures.

14.4 Supplemental Review.

14.4.1 To accept the offer of a supplemental review, Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the Attachment X Generator

Interconnection Procedures unless it is withdrawn by the Interconnection Customer.

14.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 14.4.4.

14.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission Provider will return such excess within 20 Business Days of the invoice without interest.

14.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 14.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 14.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility (the Attachment X Generator Interconnection

Procedures); or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

14.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 14.4.4.

14.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 14.4.1.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

14.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the

net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

14.4.4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

14.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

14.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

14.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

14.4.4.3.2 Whether the loading along the line section is uniform or even.

14.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

14.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

14.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

14.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

14.4.5 If the proposed interconnection passes the supplemental screens in sections 14.4.4.1, 14.4.4.2, and 14.4.4.3 above, the Interconnection

Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 14.4.5.1 and 14.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the Attachment X Generator Interconnection Procedures consistent with section 14.4.5.3 below.

14.4.5.1 If the proposed interconnection passes the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above and does not require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be provided within ten Business Days after the notification of the supplemental review results.

14.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.

14.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens

in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the Attachment X Generator Interconnection Procedures unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 15. PROVISIONS FOR CONNECTION TO HVDC FACILITIES SUBJECT TO SECTION 27A OF THE TARIFF.

Interconnection Requests to HVDC Facilities that are subject to Section 27A of the Tariff shall follow the same process as detailed in Sections 2 through 13 of the GIP, except as specified in this Section 15.

15.1 Availability of ER Interconnection Service and NR Interconnection Service for HVDC Facilities subject to Section 27A of this Tariff.

ER Interconnection Service and NR Interconnection Service are both available for HVDC Facilities subject to Section 27A of this Tariff. In the case where Interconnection Customer identified a point-to-point transmission service request under Section 27A of this Tariff, NR Interconnection Service will qualify the Generating Facility to be designated as a Network Resource so long as (and to the extent that) HVDC Service is confirmed across the HVDC Facilities. NR Interconnection Service will be limited to the confirmed megawatts in the transmission service request. When applicable, the HVDC Service requirement will be listed in Appendix A of the GIA, and such listing will be added during the negotiation phase of the document, as set forth in Section 11.2 of the GIP.

SECTION 16. PROVISIONS FOR OBTAINING INJECTION RIGHTS AND

THEIR CONVERSION TO EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE

16.1 Request for Injection Rights

MHDVC Connection Customers electing to request Injection Rights on the Transmission System pursuant to the procedures set forth in Section 3.2.3 of Attachment GGG to the Tariff shall make such requests for Injection Rights by submitting to Transmission Provider a completed Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). The MHVDC Connection Customer must select "Injection Rights" in Appendix 1 and shall include all other relevant information required by Appendix 1 and its attachments. Requests for Injection Rights shall be studied and granted by Transmission Provider pursuant to the terms and conditions of the GIP, including requisite milestones and study deposits within the prescribed schedule deadlines.

Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not convey transmission service or Interconnection Service to the MHVDC Connection Customer or any other entity. Any such Injection Rights granted by Transmission Provider, and any increases or reductions to those Injection Rights, shall be documented in Appendix F to the Transmission Connection Agreement. Requests for Injection Rights will be treated similar to requests for Interconnection Service from a queue priority perspective.

16.2 Conversion of Injection Rights to External Network Resource Interconnection Service

Before an Interconnection Customer with an Existing Generating Facility that is external to the Transmission System may offer energy or capacity across the MHVDC Transmission Line

into the MISO markets, the Injection Rights granted pursuant to Section 3.2.3 of Attachment GGG to the Tariff and this Section 16 must be converted to external Network Resource Interconnection Service and transferred to that Interconnection Customer. Upon the request of an Interconnection Customer with an Existing Generating Facility for external Network Resource Interconnection Service via the MHVDC Transmission Line, Transmission Provider will convert the Injection Rights to external Network Resource Interconnection Service in an amount up to, but not greater than, the capacity of the MHVDC Transmission Line, and transfer that amount of external Network Resource Interconnection Service to that Interconnection Customer, subject to the conditions set forth below.

Prior to effectuating this conversion, Transmission Provider must receive the following information:

(a) from the Interconnection Customer seeking conversion:

(i) a request for external Network Resource Interconnection Service pursuant to Appendix 1 of Attachment X, by including the requested MW quantity to be converted and transferred;

(ii) documentation of the agreement between the Interconnection Customer and the MHVDC Connection Customer authorizing the conversion and transfer of the requested amount of Injection Rights;

(iii) documentation that the Interconnection Customer has long-term firm transmission service from the Existing Generating Facility to the Point of Connection, including any transmission service agreements over the MHVDC Transmission Line, that complies with the requirements included in the Service Agreement for Network Resources Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 of Attachment X; and

(b) from the MHVDC Connection Customer that holds the Injection Rights being converted:

(i) documentation of the MHVDC Connection Customer's procedures for the allocation of Injection Rights to Interconnection Customers, which shall be non-discriminatory and consistent with the Commission's approval of the

MHVDC Connection Customer's right to charge negotiated (market based) rates for service on the applicable MHVDC Transmission Line.

Upon receipt of the required information, Transmission Provider will convert the requested amount of the MHVDC Connection Customer's Injection Rights into external Network Resource Interconnection Service and grant the external Network Resource Interconnection Service to the Interconnection Customer, subject to the Interconnection Customer executing the Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 to Attachment X. All terms and conditions of such Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility and all the terms and conditions of Attachment X, including the rights to termination of Interconnection Service, shall apply to the Interconnection Customer's external Network Resource Interconnection Service granted under this Article 16. After conversion of the Injection Rights, Transmission Provider shall document any remaining Injection Rights in Appendix F of the MHVDC Connection Customer's Transmission Connection Agreement and shall post the Interconnection Customer's external Network Resource Interconnection Service pursuant to the posting guidelines contained in Attachment X.

A request by an Interconnection Customer for a conversion of Injection Rights into external Network Resource Interconnection Service pursuant to this Section 16.2, shall not require any additional studies in the Definitive Planning Phase to the extent such studies have been performed as part of the MHVDC Connection Customer's request for Injection Rights. To the extent the MHVDC Connection Customer made the Definitive Planning Phase Milestone Payments (M2, M3, and M4) required in connection with its request for Injection Rights and evaluation, an Interconnection Customer obtaining a conversion to external Network Resource Interconnection Service based on the same request for Injection Rights shall not be required to make any additional Milestone Payments to Transmission Provider.

Any conversion to external Network Resource Interconnection Service under this Section 16.2 shall occur within three (3) years from the Commercial Operation Date for the MHVDC

Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement. Failure to convert any amount of the Injection Rights to external Network Resource Interconnection Service within the time period specified above shall result in termination of Injection Rights with respect to such unconverted amount. In the event any external Network Resource Interconnection Service obtained pursuant to this Section 16 terminates more than three (3) years after the Commercial Operation Date for the MHVDC Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement, such terminated external Network Resource Interconnection Service may not revert back to Injection Rights.

SECTION 17. FACILITIES SERVICE AGREEMENT.

In the event that the Transmission Owner elects to fund the capital for the Network Upgrades and the Transmission Owner's System Protection Facilities, the Interconnection Customer, Transmission Owner, and Transmission Provider shall enter into a Facilities Service Agreement to memorialize the terms of repayment for those Network Upgrades and Transmission Owner's System Protection Facilities that the Transmission Owner elected to self-fund. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X of the MISO Tariff. The Facilities Service Agreement shall be subject to the terms and conditions of Attachment X, including the rights to termination of Interconnection Service. The Interconnection Customer and/or the Transmission Owner may request in writing that Transmission Provider file the Facilities Service Agreement with FERC in unexecuted form.

APPENDICES TO GIP

APPENDIX 1	INTERCONNECTION REQUEST FOR A GENERATING FACILITY
APPENDIX 2	RESERVED
APPENDIX 3	CERTIFICATION CODES AND STANDARDS AND CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES
APPENDIX 4	APPLICATION, PROCEDURES, AND TERMS AND CONDITIONS FOR INTERCONNECTING A CERTIFIED INVERTER-BASED SMALL GENERATING FACILITY NO LARGER THAN 10 KW (“10 KW INVERTER PROCESS”)
APPENDIX 5	OPTIONAL INTERCONNECTION STUDY AGREEMENT
APPENDIX 6	STANDARD GENERATOR INTERCONNECTION AGREEMENT
APPENDIX 7	INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT
APPENDIX 8	FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 9	MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 10	INTERCONNECTION STUDY MODEL REVIEW FORM
APPENDIX 11	MONITORING AND CONSENT AGREEMENT
APPENDIX 12	ENERGY DISPLACEMENT AGREEMENT
APPENDIX 13	EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE AGREEMENT
APPENDIX 14	FACILITIES SERVICE AGREEMENT
APPENDIX 15	RESERVED
APPENDIX 16	AFFECTED SYSTEM STUDY AGREEMENT
APPENDIX 17	AFFECTED SYSTEM NETWORK UPGRADE FACILITIES STUDY

AGREEMENT

APPENDIX 18 JTIQ COMMITMENT AGREEMENT

APPENDIX 19 ZG INTERCONNECTION AGREEMENT

APPENDIX 1 TO GIP

INTERCONNECTION REQUEST

1. [The undersigned Interconnection Customer submits this request to interconnect its Generating Facility, located in _____ County, [_____ State], with the Transmission System pursuant to the Tariff.] or;

[The undersigned MHVDC Connection Customer submits this request for Injection Rights for its MHVDC Transmission Line, located in _____ County, [_____ State], with the Transmission System pursuant to a Tariff.];

[The undersigned Interconnection Customer submits this request to interconnect its Generating Facility, located in _____ County, [_____ State], located in _____County, [_____State], with the Transmission System pursuant to the Tariff as part of a LARS Application.]

2. This Interconnection Request is for (check one):

_____ Proposed new Generating Facility

_____ Increase in the generating capacity or a Material Modification of an Existing Generating Facility

_____ Replacement of Existing Generating Facility with no increase in capacity

_____ Interconnection Request made in connection with a Generating Facility proposed for inclusion in a resource solicitation process

_____ Network Resource Interconnection Service for a Generating Facility in Commercial Operation or with an executed GIA

_____ Generating Facility requesting Surplus Interconnection Service

_____ Fast Track Process for Small Generating Facility

_____ Injection Rights associated with a new MHVDC Transmission Line

_____ Expedited Resource Addition Study

_____ Generating Facility requesting ZG Interconnection Service

_____ Large Load Addition Resource Study;

3. The type of interconnection service requested is (check one as appropriate):

_____ Energy Resource Interconnection Service only

_____ Network Resource Interconnection Service (includes Energy Resource Interconnection Service)

_____ Network Resource Interconnection Service only for an Existing Generating Facility

_____ Network Resource Interconnection Service in connection with a resource solicitation process

_____ Surplus Interconnection Service

_____ External Network Resource Interconnection Service (E-NRIS) for projects connecting to a Distribution System or non-MISO transmission system

_____ ZG Interconnection Service for a Generating Facility with ZG Associated Load;

4. Interconnection Customer provides the following definitive information:

a. Specific address or location (use closest street or intersection if no address is available) for the proposed new Generating Facility site or, in the case of an Existing Generating Facility, the name and specific location of the Existing Generating Facility (provide a site map and GPS coordinates);

Address: _____

City: _____ State: _____ Zip Code: _____

GPS Coordinates: _____N_____W

b. Specific address or location (use closest street or intersection if no address is available) for the LARS Associated Load site (provide a site map and GPS coordinates);

Address: _____

City:_____ State:_____ Zip Code:_____

GPS Coordinates:_____N_____W

c. The following specific information related to the Interconnection Service Requested:

Required Information Related to Interconnection Request			**Additional Information/Documentation**
Installed Generating Facility Capacity (Maximum Gross Output)	Summer (MW/MVAR): ____/____	Winter (MW/MVAR): ____/____	
Existing Interconnection Service, if any	ERIS: (MW/MVAR): ____/____	NRIS: (MW/MVAR): ____/____	Provide GIA, and SIS report for Existing Generating Facility
New Interconnection Service or Increase in Existing Interconnection Service Requested (Maximum Injection at POI)	ERIS (New) (MW/MVAR): ____/____ or ERIS (Increase) (MW/MVAR): ____/____	NRIS (New) (MW/MVAR): ____/____ or NRIS (Increase) (MW/MVAR): ____/____	Requested total ERIS must be less than or equal to Installed Generating Facility Capacity. Requested total NRIS must be less than or equal to total requested ERIS.
Station Service Load, if any	Summer (MW/MVAR): ____/____	Winter (MW/MVAR): ____/____	
Surplus Interconnection Service Requested (No increase in Existing Interconnection Service)	Surplus Interconnection Service (MW/MVAR): ____/____		SIS report for existing unit and written statement pursuant to Section 6 of this Interconnection Request

"NRIS only"/ External NRIS	NRIS Only (MW/MVAR): ____/____	External-NRIS (MW/MVAR): ____/____	CP Node: _____ Point of Interconnection: _____ Bus Number in Power Flow Models: _____
ZG Interconnection Service Requested	ZG Interconnection Service (MW/MVAR): ____/____		The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.
NRIS Service requested for Processing through LARS	LARS Interconnection Service (MW/MVAR): ____/____		The amount of NRIS is limited and shall be not less than 200 MW and not exceed 150% of the LARS Associated Load's peak demand expected over any one-hour period; The load MW: _____ The percentage: _____

d. A description of the equipment configuration (i.e. Number of generators/inverters and number of Intermediate Step-up transformers, is this phase 2 of an existing project, etc.) for the entire Generating Facility:

e. Generating Facility Commercial Operation Date_____, Synchronization Date_____, required Interconnection Facilities In-Service Date_____;

f. For LARS Interconnection Requests, anticipated Service Commencement for LARS Associated Load _____, by day, month, and year;

g. Name, address, telephone number, and e-mail address of the Interconnection Customer. If the Interconnection Customer has designated an agent, include its agent's contact person:

Interconnection Customer

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

Interconnection Customer's Agent (if applicable)

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

Agent's contact person:_____;

LARS Associated Transmission Customer (for LARS Application))

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

LARS Associated Load Contact (for LARS Application)

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____Email:_____

h. An Internal Revenue Service Form W-9 or comparable state-issued document for

the Interconnection Customer submitting this Interconnection Request;

i. As applicable, documentation proving the existence of a legally-binding relationship between the Interconnection Customer and any entity with a vested interest in this Interconnection Request (*e.g.*, a parent company, a subsidiary, or financing company acting as agent for the Interconnection Customer) that the Interconnection Customer reasonably anticipates may claim rights or authority under this Interconnection Request. Such documentation may include but is not limited to the Interconnection Customer's Articles of Organization and Operating Agreement describing the nature of the legally-binding relationship;

j. An agreement executed by the Interconnection Customer and the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility for which LARS processing is sought is intended to be used to provide energy to the LARS Associated Load. Such agreement shall meet the requirements of Section 3.12.2 of the Generator Interconnection Procedures (for LARS Application);

k. Interconnection Customer's banking information, or the banking information of any entity with a legally-binding relationship to the Interconnection Customer, in accordance with Section 4(f) of this Appendix 1, that wishes to make payments and receive refunds on behalf of the Interconnection Customer and in association with this Interconnection Request;

Bank Name:_____
Account Holder Name:_____
ABA number:_____
Account Number:_____
Company:_____
Tax Reporting Name:_____

Tax ID:_____

Address:_____

City:_____

State:_____

Zip:_____

Phone:_____

Email:_____

l. Location of the proposed Point of Interconnection including the substation name or the name of the line to be tapped (including the voltage), the estimated distance from the substation endpoints of a line tap, address, and GPS coordinates (Not applicable to External NRIS Applications)

POI substation name:_____ or

POI line name: _____(endpoint 1) to _____(endpoint 2)

POI Distance from endpoint 1: _____miles

POI Distance from endpoint 2: _____miles

Interconnection voltage: ____kV

POI MTEP substation bus number:_____ or

POI MTEP endpoint 1 bus number:_____

POI MTEP endpoint 2 bus number:_____

POI MTEP circuit ID:_____

Address:_____

City:_____ State:_____ Zip Code:_____

GPS Coordinates:_____N_____W

Local Resource Zone of POI:_____

_____ The attestation required by Section 3.12.1 of the Generator Interconnection

Procedures confirming agreement upon the Point of Interconnection for the Generating Facility (for LARS Application)

m. Generating Facility Data (set forth in Attachment A);

n. Fuel Source(s) [Check all that are applicable]:

□ Coal	□ Nuclear	□ Storage, specify type: _____
□ Hydro	□ Oil	□ Wind
□ Natural Gas	□ Solar	□ Other, specify type: _____

Describe the configuration of Generating Facility utilizing more than one fuel source:

_____

_____;

If the proposed Generating Facility includes storage device(s), indicate whether the storage device(s) will be charged using energy from the Transmission System at any time: Yes _____ or No _____. If Yes, specify maximum MW that will be withdrawn from the Transmission System at any time: _____MW. If Yes, specify the peak load charging case (check one):

____ Will charge in the peak load study case

____ Will not charge in the peak load study case;

o. Qualifying Facility status including an indication of state and / or federal qualifications that have been met (optional);

p. If this Interconnection Request is made in connection with a resource solicitation process, attach a copy of a written agreement assigning the Interconnection Customer's rights under the GIP to the solicitor of the process and granting the

solicitor the right to act as the Interconnection Customer's agent for all purposes in the GIP;

q. If this Interconnection Request is for Surplus Interconnection Service, attach a copy of the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system. If no such study is available, indicate this by checking the appropriate box below.

□ Study Attached (if this box is checked, a copy of the study must be included as an attachment to this Interconnection Request); or

□ No previous study is available;

r. Energy Displacement Agreement (Appendix 12) and Monitoring and Consent Agreement (Appendix 11). In order for a surplus Interconnection Request to remain valid, the Energy Displacement Agreement and Monitoring and Consent Agreement must be submitted prior to the conclusion of Generator Interconnection Agreement negotiations, pursuant to Section 11 of this GIP;

s. Primary frequency response operating range for electric storage resources;

t. If this Interconnection Request is for Generating Facility Replacement, Interconnection Customer must submit:
Planned or Actual date of cessation of operation for the Existing Generating Facility:_____
Expected Commercial Operation Date for the Replacement Generating Facility:_____

_____ (check if applicable) Interconnection Customer requests MISO to perform Attachment Y equivalent study in the Reliability Assessment Study;

u. For Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another Interconnection Request or existing project, a consent agreement meeting the requirements of Section 3.3.1.4 of the GIP and the Generator Interconnection Business Practices Manual executed by all Interconnection Customers affiliated with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities.

_____ (check if applicable) Interconnection Customer proposes either to (1) share Interconnection Customer Interconnection Facilities with a separate Interconnection Request or existing project and has attached a fully executed consent agreement to this Interconnection Request or; (2) share a single Interconnection Request with another Interconnection Customer using a Shared Interconnection Request.

If Interconnection Customer Interconnection Facilities will be shared, the MISO Project Number(s) of other Existing Generating Facilities or Interconnection Requests with which Interconnection Customer Interconnection Facilities will be shared shall be listed below. If no project number is available for any of the other Generating Facilities with which Interconnection Customer Interconnection Facilities will be shared, state the name of the Interconnection Customer and describe the applicable Generating Facilities below.

_____

_____

_____

_____

v. For Interconnection Requests seeking processing through an Expedited Resource Addition Study, identify the resource adequacy deficiency (i.e. the county and state, the associated electrical bus location(s), the Local Resource Zone, and the

peak MW demand of the load and/or reliability need) that the Generating Facility claims to address, the RERRA (if applicable), and include the location of the Generating Facility (i.e. county and state, the associated electrical bus location(s), and the Local Resource Zone).

w. For Interconnection Requests seeking processing through Large Load Addition Study, identify the LARS Associated Large Load (i.e. the county and state, the associated electrical bus location(s), the Point of Withdrawal, the Local Resource Zone in which the Point of Withdrawal is located, and the amount of Transmission Service Requested for the LARS Associated Load.

5. Interconnection Customer or LARS Associated Transmission Customer shall provide the applicable deposit amount as specified in the GIP;

6. If this Interconnection Request is submitted to request Surplus Interconnection Service, the undersigned Interconnection Customer shall supply a written statement from an officer of the Existing Generating Facility that is associated with this request for Surplus Interconnection Service that confirms the following:

(i.) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Existing Generating Facility;
(ii.) the type of Interconnection Service (i.e., ERIS or NRIS) made available by the Interconnection Customer for the Existing Generating Facility in accordance with

the provisions in Section 3.2.3.1 of GIP (Attachment X); and

(iii.) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (i.e., a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (i.e., a specified number of MW of Surplus Interconnection Service that would be available intermittently);

7. Evidence of Site Control as specified in the GIP (check one)

____ Is attached to this Interconnection Request

____ Will be provided at a later date in accordance with the GIP;

8. This Interconnection Request shall be submitted electronically to the Transmission Provider in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).;

9. By submitting the Interconnection Request, the Interconnection Customer represents that the Generating Facility shall, upon Commercial Operation, connect exclusively to the Transmission Provider's Transmission System. Interconnection Customer shall not connect or seek to connect the Generating Facility to another transmission provider's transmission system except as may be expressly allowed by the Transmission Provider' Tariff.;

10. For ZG Interconnection Service, a description of the ZG Associated Load and facilities to connect to, along with any System Protection Facilities and/or proposed operating procedures to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. This shall include the need-by date for such ZG Associated Load.;

11. Primary Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

Name: _____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Email:_____;

12. This Interconnection Request is submitted by:

[Name of Interconnection Customer Company]

By (signature):_____

Name (type or print): _____

Title:_____

Date: _____

Attachment A to Appendix 1

Interconnection Request

GENERATING FACILITY DATA

A. Unit Ratings

1. Total Generator Rated Output (MW)	
2. Rated MVA	
3. Number of Generating units (repeat items 3-11 for each type of generator)	
4. Individual generator rated output (MW)	
5. Individual generator rated MVA	
6. Manufacturer	
7. Year manufactured*	
8. Nominal terminal voltage (kV)	
9. Minimum Short Circuit Ratio for turbine operation	
10. Rated power factor Refer: i. FERC Order No. 827 https://www.ferc.gov/whats-new/comm-meet/2016/061616/E-1.pdf ii. MISO TO power factor requirements https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf	
11. Generator Voltage Regulation range (+/-)	
12. Generator Power Factor Regulation range (+/-)	
13. Primary frequency response operating range for electric storage resources: i. Minimum state of charge: ii. Maximum state of charge:	_____ _____
14. Type (Induction, Synchronous, D.C. with Inverter)	
15. Connection (Delta, Grounded WYE, Undergrounded WYE, Impedance Grounded)	

***If available**

A-1. Generator Short Circuit Information*

(Provide following reactances in p.u. on the generator base)

1. X''1—Positive sequence sub transient reactance (p.u.)	
2. X2—Negative sequence reactance (p.u.)	
3. X0—Zero sequence reactance (p.u)	
4. Generator grounding: 4.a. Solidly grounded (yes/no) 4.b. Grounded through an impedance (yes/no) If yes: R_____ p.u. X_____p.u. 4.c. Ungrounded	

A-2. Main Generator Step-up Up (GSU) Transformer

(Please fill out data in table below for each GSU transformer)

Number of Transformers _____

RATINGS

	Self-Cooled	Maximum Nameplate	
Capacity (kVA)			
	Generator Side	System Side	Tertiary
Voltage Ratio (kV)			
	Low Voltage	High Voltage	Tertiary Voltage
Winding Connections (Delta or Wye)			
IMPEDANCE	Primary-Secondary	Primary-Tertiary	Secondary-Tertiary
Positive Z1 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
Zero Z0 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
	Fixed Taps Available	Present Tap Available	
TAP SETTING			

A-3. Pad Mount Transformer
(Please fill out data in table below for each Pad Mount transformer)

Number of Transformers _____

RATINGS

	Self-Cooled	Maximum Nameplate	
Capacity (kVA)			
	Generator Side	System Side	Tertiary
Voltage Ratio (kV)			
	Low Voltage	High Voltage	Tertiary Voltage
Winding Connections (Delta or Wye)			
IMEPDANCE	Primary-Secondary	Primary-Tertiary	Secondary-Tertiary
Positive Z1 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
Zero Z0 (on self-cooled kVA rating)	____% ____X/R	____% ____X/R	____% ____X/R
	Fixed Taps Available	Present Tap Available	
TAP SETTING			

A-4. Interconnection Facilities Tie Line Information

(Only list data for lines that are to be added by the generation developer)

1. Nominal Voltage (kV)		
2. Line length (miles)		
3. Line termination points	1.	2.
4. Conductor Type/Size (kcm)		
5. Phase Configuration (Vertical or Horizontal)		
6. Summer line ratings in amperes (MVA)		
7. Positive sequence resistance (R) for entire length (in p.u.*)		
8. Positive sequence reactance (X) for entire length (in p.u.*)		
9. Zero sequence resistance (R0) for entire length (in p.u.*)		
10. Zero sequence reactance (X0) for entire length (in p.u.*)		
11. Positive sequence line charging (B) for the entire length (in p.u.*)		

* On 100-MVA and nominal line voltage (kV) Base

For wind/photovoltaic plants, provide System Equivalence Impedance Data. (Provide values for each equivalence collector circuit at all voltage levels. Equivalent collector system impedance does not include pad mount impedance)

1. Nominal Voltage (kV)	
2. Summer line ratings in amperes (MVA)	
3. Positive sequence resistance (R) for entire length (in p.u.*)	
4. Positive sequence reactance (X) for entire length (in p.u.*)	
5. Zero sequence resistance (R0) for entire length (in p.u.*)	
6. Zero sequence reactance (X0) for entire length (in p.u.*)	
7. Positive sequence line charging (B) for the entire length (in p.u.*)	

* On 100-MVA and nominal line voltage (kV) Base

A-5. Dynamic Modeling Information

For a synchronous Generating Facility, the Interconnection Customer is to provide the appropriate PSS/E library model in the form of a Siemens PTI PSS/E dyr file. A detailed model of a generator must include:

- Generator Model
- Excitation System Model
    - May be omitted if unit is operated under manual excitation control
- Turbine-Governor Model
    - May be omitted if unit doesn't regulate frequency
- Power System Stabilizer Model
    - May be omitted if device is not installed or not active
- Reactive Line Drop Compensation Model
    - May be omitted if device is not installed or not active

Models submitted must be allowable under the Acceptable Models Working Group (AMWG) Dynamic Model List facilitated by the Eastern Interconnection Reliability Assessment Group (ERAG) posted at:
https://www.rfirst.org/eastern-interconnection-reliability-assessment-group/.
The models must also comply with MISO's MOD-032 Model Data Requirements and Reporting Procedures posted at: https://www.misoenergy.org/planning/planning-modeling/.

For a non-synchronous Generating Facility, Interconnection Customer shall provide (1) a validated user-defined root mean squared (RMS) positive sequence dynamics model; (2) an appropriately parameterized standard library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems allowable under the ERAG AMWG Dynamic Model List, and compliant with MISO's MOD-032 Model Data Requirements and Reporting Procedures that corresponds to Interconnection Customer's Generating Facility; and (3) if applicable, a validated electromagnetic transient model if Transmission Provider performs an electromagnetic transient study as part of the interconnection study process.

A user-defined model is a set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software based and represents the entities' control strategies but does not necessarily correspond to any standard library model. Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection Customer that the model accurately represents the entire Generating Facility; attestations from each equipment manufacturer that the user defined model accurately represents the component of the Generating Facility; or test data).

An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG Associated Loads, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities.

A LARS Interconnection Request seeking Interconnection Service shall include:

1) A detailed power flow model for the proposed Generating Facility that includes the Point of Interconnection for the Interconnection Request and any proposed system protection facilities and electromagnetic transient (EMT) models for inverter-based resource (IBR).
2) Documentation demonstrating that EMT modeling requirements have been met for IBR generation as specified in MISO Business Practices Manual.

A-6. ONE-LINE & MODEL INFORMATION

The Interconnection Customer shall provide a Power Flow model describing the generator in a format compatible with Siemens PTI PSS/E as designated in MISO's Business Practices Manuals.

The Interconnection Customer is to provide the definitive one-line diagram for the POI –

Information shall include:

- Breaker layout, bus configuration (if available) and number of generators
- The zero sequence impedance (if applicable)
- The distance from the collector substation to the POI referenced in miles and the line impedance
- If the POI is a line tap, distance from the tap to the endpoints of the existing line referenced in miles
- Generator step up (GSU) transformer data and collector substation transformer data, including impedances for each phase of the transformer (if applicable)
- For inverter-based generators, FERC Order 827 requires
    - Location and size of any dynamic and/or static VAR compensation devices
    - Equivalent collector system impedance
- All inverter-based generators must comply with all modeling requirements specified in BPM-015. Further, all LARS inverter-based generators must comply with all modeling requirements specified in BPM-015 Appendix I.

Models submitted should comply with MISO's Model Data Requirements and Reporting Procedures posted at: https://www.misoenergy.org/planning/planning-modeling/mod-032-01

An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Loads including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

B. Synchronous Generator Information
(e.g. Biomass, Coal, Diesel, Hydro, Natural Gas, Nuclear, Oil)

1. (Repeat the following for each generator model) Rated Generator speed (rpm)		
2. Maximum Turbine MW (ºF)		
3. Moment-of-Inertia, WR^2 (lb.ft.^{2} for combined Turbine-Generator-Exciter-Inertia Data)		
4. Inertia Constant, H (kW sec/kVA for combined Turbine-Generator-Exciter-Inertia Data)		
Reactance Data (Per Unit- Rated kVA)		
	Direct Axis	**Quadrature Axis**
Synchronous-saturated	Xdv:	Xqv:
Synchronous-unsaturated	Xdi	Xqi
Transient – saturated	Xdv:	Xqv:
Transient – unsaturated	Xdi:	Xqi:
Subtransient – saturated	Xdv:	Xqv:
Subtransient – unsaturated	Xdi:	Xqi:
Negative Sequence - saturated	X2v:	
Negative Sequence - usaturated	X2i:	
Zero Sequence – saturated	X0v:	
Zero Sequence – unsaturated	X0i:	
Leakage Reactance	Xlm:	
Field Time Constant Data (sec)		
Open Circuit	Td0:	Tq0:
Three-Phase Short Circuit Transient	Td3:	Tq:
Line-to-Line Short Circuit Transient	Td2:	
Line-to-Neutral Short Circuit Transient	Td1:	
Short Circuit Subtransient	Td:	Tq:
Open Circuit Subtransient	Td0:	Tq0:
Armature Time Constant Data (sec)		
Three Phase Short Circuit	Ta3	
Line-to-Line Short Circuit	Ta2	
Line-to-Neutral Short Circuit	Ta1	
Armature Winding Resistance Data (Per Unit)		
Positive	R1	
Negative	R2	
Zero	R0	
Rotor Short Time Thermal capacity I22t		
Field Current Rated kVA, Armature Voltage and, **PF**	=_____amps	
Field Current Rated kVA, Armature Voltage and, **0 PF**	=_____amps	

Three Phase Armature Winding Capacitance	=_____microfarad
Field Winding Resistance	=_____ohms ____C
Armature Winding Resistance (per Phase)	=_____ohms ____C
5. Attach generator reactive capability curves	
6. Attach a plot of generator terminal voltage versus field current showing the air gap line, open-circuit saturation curve, and saturation curve at full load and rated power factor, and power quality curves specifying percent total harmonic distortion vertically and percent power output horizontally from 25 – 100% power output for both current and voltages or specify that the unit is IEEE 519 compliant.	

B-1. Excitation System Information

(Repeat the following for each generator model)

1. Manufacturer and Type of excitation system used for the generator.	
2. Excitation System Response Ratio (ASA)	
3. Full load rated exciter output voltage	
4. Maximum exciter output voltage (ceiling voltage)	
5. Other comments regarding excitation system	
6. Attach IEEE block diagram of the excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.	

B-2. Turbine Governor Information

(Repeat the following for each generator model and complete only section that applies to corresponding turbine type)

For all turbine types	a. Turbine manufacturer	
	b. Maximum turbine power output (MW)	
	c. Minimum turbine power output while on-line (MW)	
	d. Droop setting (speed regulation)	
	e. Is the governor mechanical-hydraulic or electro-hydraulic?	
	f. Other comments about turbine governor system?	
Steam, gas or combined cycle	a. Unit type (Steam, Gas, Combined Cycle)	
	b. If steam or combined-cycle, does turbine system have re-heat process (both high and low pressure turbines)?	

	c. If steam with reheat process, or if combined cycle, indicate low/high pressure turbine gas/steam (%)	
Hydro Turbines	a. Turbine efficiency at rated load (%)	
	b. Length of penstock (ft)	
	c. Average cross-sectional area of penstock (ft^2)	
	d. Typical maximum head (vertical distance from the bottom of the penstock, at the gate, to the water level (ft)	
	e. Water supply (run-of-the-river or reservoir)	
	f. Water flow rate at typical maximum head (ft^3/sec)	
	g. Average energy rate (kWh/acre-ft)	
	h. Estimated yearly energy production (kWh)	

B-3. Induction Generator Information

1. Motoring Power (kW)	
2. Neutral Grounding Resistor (If Applicable)	
3. I22t or K (Heating Time Constant)	
4. Rotor Resistance	
5. Stator Resistance	
6. Stator Reactance:	
7. Rotor Reactance:	
8. Magnetizing Reactance:	
9. Short Circuit Reactance:	
10. Exciting Current:	
11. Temperature Rise:	
12. Frame Size:	
13. Design Letter:	
14. Reactive Power Required In Vars (No Load):	
15. Reactive Power Required In Vars (Full Load):	

16. Total Rotating Inertia, H:	_____ in Per Unit on KVA Base

C. Non-Synchronous Generator Information

C-1. Wind Generators Information

1. Number of generators to interconnect pursuant to Interconnection Request	
2. Average site elevation	
3. Field Volts	
4. Field Amperes	
5. Heating time constant (I22t)	
6. Rotor Resistance	
7. Stator Resistance	
8. Rotor Reactance	
9. Stator Reactance	
10. Exciting Current	
11. Temperature Rise	
12. Total Rotating inertia (H) (Per unit on 100 MVA Base)	
13. List of adjustable set- points for protective equipment or software*	
14. Generator type (e.g. GE doubly fed induction machine with back-to-back IGBT converters, or Micon induction generator)	
15. Generator voltage ride through capability	Min low-voltage threshold in percent to enable tripping ____ Max low-voltage duration in seconds to enable tripping ____
16. Provide voltage flicker data, if available, for the wind generator model to be installed specified in percent of total voltage output. The data may be provided at 25, 50, 75, and 100% of output or in the form of a curve with the Y-axis showing percent of flicker versus total output and the X-axis showing percent load output from at least 25% to 100% of total output.	
17. Provide voltage dropout limits expressed in voltage level versus time	
18. Provide frequency dropout limits expressed in frequency versus time	
19. Provide reactive power capability curve	
20. Provide a validated user-defined RMS positive sequence dynamic model	

***If available**

C-2. Inverter-Based Parameters (e.g. Solar, Storage, Type 4 Wind Turbines)

1. Number of inverters to be interconnected	
2. Inverter Manufacturer	
3. Inverter Model Name	
4. Inverter Model Number	
5. Inverter Version Number	
6. List of adjustable set points for the protective equipment or software	
7. Maximum design fault contribution current	
8. Harmonics Characteristics	
9. Start – up requirements	

***PSCAD models may be required/requested for inverter based resources as needed during the Generator Interconnection Process. If available please provide with application materials.**

ATTACHMENT B TO APPENDIX 1 TO GIP
INTERCONNECTION STUDY AGREEMENT (GENERATING FACILITY)

THIS AGREEMENT is made and entered into this ___day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Transmission Provider." Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the GIP and the GIA.

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an Existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform Interconnection Studies and/or Provisional Interconnection Studies to assess interconnecting the proposed Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's Commission-

approved GIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Study and/or an Provisional Interconnection Study consistent with the GIP in accordance with the Tariff, an Interconnection System Impact Study consistent with the GIP and an Interconnection Facilities Study consistent with the GIP, collectively referred to as the "Studies."

3.0 The Studies shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting, study results, or any other reason identified in the GIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies and as designated in accordance with Section 3.3.3 of the GIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3 of the GIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, Transmission Provider may extend the time to complete The Studies.

4.0 **{Reserved}**

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection (including as necessary, transient stability, both large and small signal, sub synchronous stability, dynamic voltage stability, mid and long-term stability, voltage flicker analyses, and excessive neutral current studies in accordance with Good Utility Practice), and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 The Interconnection Facilities Study shall provide draft GIA appendices and supporting documentation, which will: (i) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Generating Facility to the Transmission System and (ii) address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

7.0 Interconnection Customer shall provide deposits in the amount and timing outlined in Sections 3.3 of the GIP for the performance of the Studies.

Any difference between the deposit and the actual cost of The Studies shall be paid by or refunded to Interconnection Customer, as appropriate under Section 13.3 of the GIP.

8.0 Interconnection Customer may request all Base Cases and work papers associated with this Interconnection Request, subject to Transmission Provider provisions around acquiring Critical Energy Infrastructure Information.

9.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

10.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, a Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.

11.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the GIP and the GIA.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Midcontinent Independent

System Operator, Inc.

By: _____

Name: _____

Title: _____

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

INTERCONNECTION STUDY AGREEMENT (INJECTION RIGHTS)

THIS AGREEMENT is made and entered into this ___day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("MHVDC Connection Customer,") and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as the "Transmission Provider." MHVDC Connection and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the GIP and the GIA.

RECITALS

WHEREAS, MHVDC Connection Customer is proposing to develop an MHVDC Transmission Line or capacity addition to an existing MHVDC Transmission Line consistent with the Interconnection Request submitted by MHVDC Connection Customer dated _____; and

WHEREAS, MHVDC Connection Customer desires to interconnect the MHVDC Transmission Line with the Transmission System; and

WHEREAS, MHVDC Connection Customer has requested Transmission Provider to perform Interconnection Studies and/or Provisional Interconnection Studies to assess interconnecting the proposed MHVDC Transmission Line to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall

have the meanings indicated in the Transmission Provider's Commission-approved GIP.

2.0 MHVDC Connection Customer elects and Transmission Provider shall cause to be performed an Interconnection Study and/or an Provisional Interconnection Study consistent with the GIP in accordance with the Tariff, an Interconnection System Impact Study consistent with the GIP and an Interconnection Facilities Study consistent with the GIP, collectively referred to as the "Studies."

3.0 The Studies shall be based on the technical information provided by MHVDC Connection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting, study results, or any other reason identified in the GIP. Transmission Provider reserves the right to request additional technical information from MHVDC Connection Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies and as designated in accordance with Section 3.3.3 of the GIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3 of the GIP, MHVDC Connection Customer modifies its Interconnection Request pursuant to Section 4.4, Transmission Provider may extend the time to complete The Studies.

4.0 **{Reserved}**

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting

from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection (including as necessary, transient stability, both large and small signal, sub synchronous stability, dynamic voltage stability, mid and long-term stability, voltage flicker analyses, and excessive neutral current studies in accordance with Good Utility Practice), and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the MHVDC Transmission Line to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 The Interconnection Facilities Study shall provide draft TCA appendices and supporting documentation, which will: (i) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the MHVDC Transmission Line to the Transmission System and (ii) address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

7.0 MHVDC Connection Customer shall provide deposits in the amount and timing outlined in Sections 3.3 of the GIP for the performance of the Studies.

Any difference between the deposit and the actual cost of The Studies shall be paid by or refunded to MHVDC Connection Customer, as appropriate under Section 13.3 of the GIP.

8.0 MHVDC Connection Customer may request all Base Cases and work papers associated with this Interconnection Request, subject to Transmission Provider

provisions around acquiring Critical Energy Infrastructure Information.

9.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

10.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, a Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.

11.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the GIP and the GIA.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Midcontinent Independent

System Operator, Inc.

By: _____

Name: _____

Title: _____

[Insert name of MHVDC Connection Customer]

By: _____

Name: _____

Title: _____

ATTACHMENT C TO APPENDIX 1: UNIVERSAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

PROJECT NO. _____

This Universal Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into on this _____ day of _____, 20____ and effective as of the _____ day of _____, 20____ (the "Effective Date"), by and between Midcontinent Independent System Operator, Inc. ("MISO") and _____, ("Company") whose principal offices are located at _____. MISO and Company each may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, MISO is prepared to disclose confidential information under this Agreement to Company in connection with MISO's business with, or possible engagement of, Company (the "Purpose");

WHEREAS, Company represents that it desires to receive confidential information pursuant to this Agreement; and,

WHEREAS, MISO and Company desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Confidential Information. "Confidential Information" as used in this Agreement means all information disclosed to Company by MISO or its employees, agents, contractors, representatives, consultants and advisors (collectively "Disclosing Party") in connection

with the Purpose. Confidential Information includes, without limitation, (i) any and all business, technical, marketing, financial or other information, whether in electronic, oral or written form; (ii) trade secrets, business plans, techniques, methods, or systems, data, know-how, formulae, compositions, designs, sketches, mock-ups, prototypes, photographs, charts, graphs, forms, documents, drawings, samples, inventions, ideas, research and development, customer and vendor lists (including, without limitation, the identity, characteristics, contact persons, product and service needs thereof), rates, price lists, computer software programs and systems, financial statements, and budgets; (iii) all memoranda, summaries, notes, analyses, compilations, studies or those portions of other documents prepared by Company to the extent they contain or reflect such information of, or the contents of discussions with the Disclosing Party ("Company's Material"), including the contents or existence of discussions or negotiations related to the Purpose; (iv) information not generally known or readily ascertainable; (v) information that provides a competitive advantage for Disclosing Party; and (vi) information that is marked "Confidential" or nonpublic information which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential. Confidential Information shall not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Company, (b) becomes available to Company on a non-confidential basis from a source other than Disclosing Party, provided that, to the best of Company's knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, or (c) was in Company's possession prior to disclosure of the same by Disclosing Party.

2.0 Non-Use; Protection and Dissemination of Confidential Information. Company agrees not to disclose, discuss, use, reproduce, duplicate, distribute, copy, reconstruct or in any way communicate, directly or indirectly, the Confidential Information for purposes other than in connection with the Purpose. Company shall not disclose, discuss, use, reproduce, duplicate, distribute or in any way communicate, directly or indirectly, the Confidential Information to any other party and will use all reasonable efforts to protect the confidentiality of such information. Company will require that Company's employees, officers, directors, agents, contractors, representatives, consultants and

advisors who need to have access to such Confidential Information in order to assist Company in connection with the Purpose (1) are aware of the Company's confidentiality obligation hereunder, and (2) agree to be bound by such confidentiality obligations. Company shall notify Disclosing Party immediately of any loss, misuse, or misappropriation of any Confidential Information of which Company becomes aware.

3.0 Ownership and Return. All Confidential Information, including Company's Material, shall be and remain the property of Disclosing Party, and no right or license is granted to Company with respect to any Confidential Information. No transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by Disclosing Party, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof, shall continue to be the exclusive intellectual property of Disclosing Party. Upon the termination by any Party of the Purpose, or sooner if so requested, Company agrees to immediately return all Confidential Information, including Company's Material, to Disclosing Party or to destroy all Confidential Information, including all copies of the same, however, Company shall not be required to destroy Confidential Information that has become embedded in Company's planning models. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by Company. Nothing in this Agreement obligates Disclosing Party to disclose any information to Company or creates any agency or partnership relation between them.

4.0 Compliance and Protection of Confidential Information. Company represents and warrants that it has practices and procedures adequate to protect against the unauthorized release of Confidential Information received. Company must educate its employees, agents, and assigns in the provisions of this Agreement and provide to Disclosing Party upon request any information necessary to determine compliance with the terms of this Agreement.

5.0 Indemnification. To the extent permitted by law, Company agrees to indemnify, hold harmless and defend MISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives,

consultants and/or advisors against any and all liability, loss, costs, damages, expenses, claims or actions, joint or several, arising out of or by reason of any breach of this Agreement by Company and/or Company's employees, agents, contractors, representatives or consultants, or arising out of or by reason of any act or omission of Company and/or Company's employees, agents, contractors, representatives or consultants in the execution, performance, or failure to adequately perform their obligations under this Agreement. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) which may be incurred or rendered against MISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors.

6.0 **Compelled Disclosure.** If Company is requested or required by legal or administrative process to disclose any Confidential Information, Company shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Company will (a) disclose only that portion of the Confidential Information that its legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, including seeking an appropriate protective order, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed.

7.0 **Remedies.** The Parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Company, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the immediate granting of preliminary and final injunctive relief (without prior notice and without posting any bond) in favor of Disclosing Party to enjoin and restrain any breach or violation, either actual or anticipatory, of this Agreement.

8.0 **Purpose.** None of the Parties will be under any legal obligation of **any** kind whatsoever with respect to the Purpose by virtue of this Agreement, except for the matters specifically agreed to herein. No representation or warranty is made by the Disclosing

Party as to the accuracy or completeness of any information provided to the Company.

9.0 Term and Termination. Company's obligations under this Agreement shall be effective on the date set forth above and shall be perpetual, notwithstanding any expiration, cancellation or termination of this Agreement. Upon termination of the Agreement, Company shall either promptly (1) deliver or cause to be delivered to Disclosing Party or (2) certify to the Disclosing Party the destruction of, all Confidential Information, including all copies of the Confidential Information in Company's possession or control including, without limitation, originals and copies of documents, customer lists, prospect lists, price lists, operations manuals, and all other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Company to facilitate the Purpose of the Agreement.

10.0 Agency. This Agreement is binding on Company, its employees, agents, contractors, representatives, consultants, advisors, successors and assigns. In the event of a dispute regarding liability for breach of this Agreement, common law agency principles apply.

11.0 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by an authorized representative of the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

12.0 Modification. This Agreement may not be amended except in a writing signed by authorized representatives of both Parties.

13.0 Governing Law. Indiana law shall govern the interpretation and implementation of the Agreement and the resolution of any dispute between the parties regarding the effect of the Agreement without giving effect to principles of conflicts of law, and shall supplement, but not replace, the Uniform Trade Secrets Act as enacted by the State of Indiana. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts

located in the State of Indiana serving the counties of Hamilton and Marion, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

14.0 Severability and Survival. Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

15.0 The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

16.0 Assignment and Succession. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Any successor to or assignee of MISO shall assume its rights and obligations under this Agreement with or without notice to Company. Company may not assign its rights hereunder without the written permission of MISO.

17.0 Attorney's Fees. If Company breaches or defaults in the performance of any of the covenants, agreements, representations, or warranties described in this Agreement, then in addition to any and all of the rights and remedies which MISO may have against Company, Company will also be liable to and pay MISO its court costs and reasonable attorney's fees incurred in enforcing MISO's covenants, agreements, representations and warranties herein.

18.0 Employees Bound by Agreement. The representative executing this Agreement hereby acknowledges and agrees that he/she is duly authorized to execute this Agreement on behalf of Company and that this Agreement shall bind and be enforceable by and against the employees, agents, or consultants of Company. The authorized representative of Company further acknowledges and agrees that only those employees who are listed on the attached Appendix A incorporated herein shall be authorized to receive Confidential

Information directly from MISO and that he/she will notify MISO in writing of any modification to Appendix A prior to releasing Confidential Information to those employees listed on Appendix A.

19.0 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to MISO, to: 720 West City Center Drive
Carmel, Indiana 46032
Attn: General Counsel
Facsimile No.: (317) 249-5912

if to _____, to: _____
_____
_____
Facsimile No.: _____

20.0 Entire Agreement. The Parties agree that this Agreement, including Appendix A incorporated herein and as modified, constitute their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral.

Company acknowledges that it has read the Agreement, had the opportunity to discuss it with counsel, and is executing it with an understanding of its provisions. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

remainder of page left intentionally blank

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, effective as of the day, month and year written above.

Midcontinent Independent System Operator, Inc.

Midcontinent Independent System Operator, Inc.	**Company:**
	_____
By: _____	By: _____
Print name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

APPENDIX A TO ATTACHMENT C
TO MISO UNIVERSAL NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT

Company, _____ Employees, Agents, or Consultants subject to Confidentiality Agreement as of this _____ day of _____, 20____:

Print Name	Title	E-mail Address	Transmission/Reliability or Merchant/Market, or N/A*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

(Attach Additional Pages If Necessary)

* An individual who is an employee of a Transmission Provider (as defined in 18 C.F.R. § 358.3(k) may not be subject to the FERC functional separation requirements (*i.e.*, "N/A" designation) under certain circumstances in accordance with FERC Order No. 717 and the FERC regulations therein adopted. If such an individual would receive information subject to this Amendment, the copy of this Appendix A executed for that individual must be accompanied by written confirmation from Company stating the following: (1) the designated individual is not engaged in transmission or marketing functions (*i.e.*, day-to-day duties and responsibilities for planning, directing, organizing or carrying out operations); (2) the individual has received training on the Standards of Conduct; and (3) the individual undertakes

to comply with such Standards, including in particular the "no conduit rule" set forth in 18 C.F.R. § 358.6.

NOTE: Any changes to the information on this Appendix A must be submitted electronically to the Transmission Provider in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

ATTACHMENT D TO APPENDIX 1: CRITICAL ENERGY INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT

WHEREAS, Midcontinent Independent System Operator, Inc. ("MISO") is prepared to disclose Critical Energy Infrastructure Information ("CEII") under this Critical Energy Infrastructure Information General Non-Disclosure Agreement ("NDA") to _____ ("Recipient"), an individual (employee, manager or officer) employed with _____, in connection with a legitimate need for the CEII (the "Purpose") (MISO and Recipient may be collectively referred to as "Parties" or singly as "Party");

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:

   a. The term "CEII" shall include specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 (2000); and (4) does not simply give the general location of the critical infrastructure. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.

   b. The term "Recipient" means someone who has executed this NDA and is

approved to receive CEII.

2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this NDA, and that such Recipient has read the provisions and agrees to be bound by them.

3. Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII.

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.

6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipients must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. The Recipient remains bound by these provisions unless MISO rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. MISO may reasonably audit the Recipient's compliance with this NDA.

10. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.

11. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this NDA is subject to reasonable audit by MISO.

By: _____
Signature

Print Name: _____

Title: _____

Representing: _____
Date: _____

ATTACHMENT E TO APPENDIX 1: SITE CONTROL DEMONSTRATION

Midcontinent Independent System Operator, Inc.
Attn: Manager, Queue Administration
720 City Center Drive
Carmel, IN 46032

[Date]

Subject: Proof of Site Control Affidavit

1. The undersigned ("Affiant") is an officer or an agent of the Interconnection Customer for the Interconnection Request associated with **[Project Name]**.

2. Affiant affirms that all of the Site Control documents for **[Project Name]** required pursuant to Section 7.2 of Attachment X of the MISO Tariff are submitted to MISO in their entirety.

3. Affiant has reviewed all such Site Control documents submitted for **[Project Name]** and has personal knowledge of its contents.

4. Affiant hereby affirms that the Interconnection Customer **[PLEASE SELECT FROM THE FOLLOWING:**

____ **(1) possesses Site Control for (Project Name) in accordance with Sections 7.2.1.1 of this GIP; OR**

____ **(2) is presently subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control for (Project Name) pursuant to Section 7.2.1.2 of this GIP]**.

5. **[TO THE EXTENT THAT REGULATORY RESTRICTIONS PRECLUDE SITE CONTROL PURSUANT TO GIP SECTION 7.2.1.2]** In accordance with Section 7.2.1.2 of the GIP, attached hereto the affiant provides a description of conditions that

must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions.

Sincerely,

[Affiant signature]

[Affiant printed name]

[Affiant title]

[Affiant company name]

APPENDIX 6 TO GIP

GENERATOR INTERCONNECTION AGREEMENT (GIA)

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA") is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Generating Facility), and _____, a [corporation] organized and existing under the laws of the State/Commonwealth of _____ ("Transmission Owner"), and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider"). Interconnection Customer, Transmission Owner and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein and according to NERC's Rules of Procedure, and is responsible for providing Transmission Service and Interconnection Service on the transmission facilities under its control; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix A to this GIA; and

WHEREAS, Transmission Owner owns or operates the Transmission System, whose operations are subject to the functional control of Transmission Provider, to which Interconnection Customer desires to connect the Generating Facility, and may therefore be required to construct certain Interconnection Facilities and Network Upgrades, as set forth in this GIA; and

[For an LLGIA] [WHEREAS, Interconnection Customer intends to use the output of its Generating Facility to serve the LARS Associated Load identified in Appendix A of this LLGIA pursuant to the agreement required by Section 3.12.2 of the Generator Interconnection Procedures;]

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, and where applicable subject to Appendix H for a Provisional Generator Interconnection Agreement, for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

When used in this GIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used. Those capitalized terms used in this GIA that are not otherwise defined in this GIA have the meaning set forth in the Tariff.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric transmission or distribution system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation

of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Council shall mean the Regional Entity of NERC applicable to the Local Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean Reliability Standards approved by the Federal Energy Regulatory Commission (FERC) under section 215 of the Federal Power Act, as applicable.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this GIA.

Breaching Party shall mean a Party that is in Breach of this GIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIA is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this GIA.

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade (CUU) shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in

writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this GIA.

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date Interconnection Customer satisfies all of the requirements of GIP Section 7.2 to enter the Definitive Planning Phase. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability

Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with the Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this GIA becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either

Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by this GIA to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of

the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer causes the need for the construction of Network Upgrades or System Protection Facilities on the transmission system of an Affected System.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request

for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq*.

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and

the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of its equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at the Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as the generating units and/or storage devices that is/are being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth herein.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth in Attachment X of the Tariff.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method,

or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Study(ies) shall mean the process whereby more than one Interconnection Request is studied together, instead of serially, for the purpose of conducting one or more of the required Studies.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

HVDC Facilities shall mean the high voltage direct current transmission facilities, including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain backfeed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System. For the purposes of Large Load Addition Resource Study (LARS), Interconnection Customer shall refer to the entity developing the Generating Facility that will execute the LLGIA, which may be a different entity from the LARS Associated Transmission Customer that submitted the LARS Application.

Interconnection Customer Decision Point I shall mean the time period beginning when the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and the Affected Systems analysis results including cost

estimates for upgrades on the Affected System and concludes after fifteen (15) Business Days.

Interconnection Customer's Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Provider, or its agent, for Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and upgrades on Affected Systems, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the

form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or a request for the Expedited Resource Addition Study for new generation capacity, or a request for the processing of a proposed Generating Facility as part of a Large Load Addition Resource Study, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights..

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of this Generator Interconnection Agreement or Point of Delivery as set forth in the Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the studies described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the form of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection procedures for conducting all studies required by the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or

system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April

30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Large Load Addition Resource Study (LARS) shall mean the procedure as set forth in Section 3.12 of this GIP for studying an Interconnection Customer's proposed Generating Facility in parallel with the study of a LARS Associated Load Customer's proposed load.

Large Load Addition Resource Study (LARS) Period shall mean the period of time in which Interconnection Requests for proposed Generating Facility are studied in parallel with the study of a LARS Associated Load Customer's proposed load. There are three LARS study periods in one year and each study period will run for approximately 120 days. All Interconnection Customers requesting to join the next Large Load Addition Resource Study (LARS) shall submit their Interconnection Request to the Transmission Provider no later than the LARS application deadline as published on the MISO public website, which shall be at least twenty (20) Business Days prior to the scheduled kick-off of the LARS cycle published on the MISO public website.

Large Load Generator Interconnection Agreement (LLGIA) shall mean the form of interconnection agreement governing the terms and conditions of Large Load Interconnection Service, set forth in Appendix 6 to the GIP. This agreement shall follow the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement with modifications to reflect the Large Load Addition Resource Study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the LLGIA. A LLGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompass LLGIAs.

LARS Application shall be a single submission consisting of the materials required for LARS processing as required by Section I.D.1.b.ii of Attachment FF to the Tariff as well as the information required for studying the Generating Facilities under this Attachment X (in the form of Appendix 1) to these generator interconnection procedures. For purposes of this GIP, a LARS

Application shall be a form of Interconnection Request.

LARS Associated Load shall mean a source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS proposing one or more new Generating Facility(ies) to provide energy to such load.

LARS Associated Transmission Customer shall mean the entity that is responsible for submitting the LARS Application and procures Transmission Service in order to serve LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the

queue, that has a material adverse impact on the cost or timing of any other Interconnection Request with a later queue priority date; or Qualified Change.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility, Interconnection Customer's Interconnection Facilities, and/or Transmission Owner's Interconnection Facilities pursuant to this GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests cause the need for the construction of Common Use Upgrades on the Transmission System or the transmission system of an Affected System and share cost responsibility for such Common Use Upgrades.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be

called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this GIA or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as defined by NERC.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, LARS Associated Transmission Customer, or any combination of the above.

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of this draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I.

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

Provisional Interconnection Service shall mean Interconnection Service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement and the Tariff.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of receipt of the valid Interconnection Request by Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of

a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer, Transmission Owner, Affected System Operator(s) and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; or (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3 of the GIP.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and MVarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include (a) underfrequency or undervoltage load shedding, (b) fault conditions that must be isolated, (c) out-of-step relaying not designed as an integral part of an SPS, or (d) Transmission Control Devices.

Stand Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this GIA. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6 (MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System or other delivery systems or other generating systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified in Section 9.4 and related subsections of Rate Schedule 6.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically-switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _____ years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter on the anniversary of the Effective Date.

2.3 Termination Procedures. This GIA may be terminated as follows:

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice. This GIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, including any extension provided thereunder, or has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. Where only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, including any extension provided thereunder, Transmission Provider shall only terminate that portion of the GIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a contingent Network Upgrade with an in-

service date that is farther out than the Commercial Operation Date permitted under Section 4.4.4 of Attachment X or Section 3.12.9 for LLGIAs, Transmission Provider shall only terminate this GIA for failure to achieve Commercial Operation by that later in-service date of the contingent Network Upgrade. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.

This LLGIA shall be terminated by Transmission Provider after giving Interconnection Customer ninety (90) Calendar Days advance written notice if:
(1) the LARS Associated Load or a portion of the LARS Associated Load fails to achieve a Service Commencement Date for Transmission Service by the Commercial Operation Date for this Generating Facility, including any extension provided thereunder; or
(2) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS , the LARS Associated Load or a portion of the LARS Associated Load has ceased use of Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or
(3) within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect except that a replacement agreement that satisfies the requirements of GIP Section 3.12.2.i involving the same Generating Facility and LARS Associated Load.

In the event that the LARS Associated Load ceases use of its Transmission Service or the agreement required by Section 3.12.2.i terminates within the first

fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, this Agreement shall be terminated one year after the date of such occurrence. During such one year period the Generating Facility shall be allowed to operate subject to the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") processes as specified in BPM-015 Section 6.6 in order to allow the Interconnection Customer to obtain new Interconnection Service pursuant to the GIP. If the DPP processing is delayed beyond one year due to factors beyond the Interconnection Customer's control, then this LLGIA shall be extended until the relevant DPP studies are completed provided Interconnection Customer' Interconnection Request is not withdrawn.

Where: (1) the LARS Associated Load fails to commence service for the full amount of Transmission Service requested in the LARS Application by the Commercial Operation Date for this Generating Facility, including any extension provided thereunder; (2) ceases use of such full output within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS for a period of one year beginning with the last date of use of such Transmission Service; or (3) the parties to the agreement required by Section 3.12.2.i reduce the MW output from the Generating Facility that the LARS Associated Load intends to utilize within the first fifteen (15) Calendar Years after the LARS Associated Load commences use of the Transmission Service granted through LARS, Transmission Provider shall only terminate the portion of the Interconnection Service granted under this LLGIA that exceeds 150% of the reduced peak Demand being utilized by the LARS Associated Load.

Following the first fifteen (15) Calendar Years after a LARS Associated Load ceases use of its Transmission Service or if the agreement required by GIP Section 3.12.2.i is terminated or otherwise ceases to be in effect, then

Transmission Provider shall not terminate the Generating Facility's Interconnection Service.

2.3.1.1 Surplus Interconnection Service. Where this GIA provides for Surplus Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Surplus Interconnection Service are no longer in effect, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this GIA shall be deemed terminated. In the event that the Existing Generating Facility retires and/or permanently ceases commercial operation, the Surplus Interconnection Service provided under this GIA shall terminate except as provided in Section 3.3.1.3 of the GIP.

2.3.2 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, if required, which notice has been accepted for filing by FERC.

For EGIAs, no termination shall become effective until Interconnection Customer has provided all security as required by Section 2.4.

For LLGIAs, all security as required by Section 2.4 shall be provided prior to termination.

For LLGIAs, any termination or withdrawal of the LARS Application from LARS or any cessation of operations or discontinuation of Transmission Service by the LARS Associated Load shall be an event of default pursuant to Article 17 of this

LLGIA.

2.4 Termination Costs. If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred for which that Party is responsible (including any cancellation costs relating to orders or contracts for Interconnection Facilities, applicable upgrades, and related equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, under this GIA. In the event that this GIA is terminated by Interconnection Customer, Interconnection Customer is responsible for all financial impact that is caused as a result of this termination or the termination of Interconnection Customer's FCA(s) or MPFCA(s), such financial impact being determined through the financial impact analysis performed in accordance with Section 7.8 of Attachment X. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

In the event that this EGIA is terminated by Interconnection Customer that had an Interconnection Request studied in ERAS, Interconnection Customer is responsible for the full cost of all Network Upgrades identified in this EGIA as well as any Network Upgrades identified during the ERAS process that are to be memorialized in an agreement other that this EGIA, including any applicable FCA, MPFCA, or JTIQ Service Agreements. If the Network Upgrade costs for Network Upgrades subject to an FCA, MPFCA, or JTIQ Service Agreement have not been finalized or the Interconnection Customer has not made the payment under such agreement as of the date that termination of this EGIA is sought, Interconnection Customer shall provide the payment or security for such Network Upgrades in the amount required by the applicable agreement. If such agreement has not been executed and final costs are not available as of a date that termination is sought, Interconnection Customer shall provide such payment or security in an amount corresponding to the most recent estimate provided by the Transmission Provider during the ERAS process. Interconnection Customer shall pay or Transmission

Provider shall refund, as applicable, to Interconnection Customer the difference between the amount of any estimated payment or security made pursuant to this Article and the final cost of such NU within ninety (90) Calendar Days after such final costs are invoiced to the Interconnection Customer.

In the event that this LLGIA is terminated by Interconnection Customer, Interconnection Customer is responsible for the full cost of all Network Upgrades that are designated as GIP projects and are identified in this LLGIA as well as any GIP Network Upgrades identified during the LARS process that are to be memorialized in an agreement other than this LLGIA, including any applicable FCA, MPFCA, or JTIQ Service Agreements. If the Network Upgrade costs for Network Upgrades subject to an FCA, MPFCA, or JTIQ Service Agreement have not been finalized or the Interconnection Customer has not made the payment under such agreement as of the date that termination of this LLGIA is sought, Interconnection Customer shall provide the payment or security for such Network Upgrades in the amount required by the applicable agreement. If such agreement has not been executed and final costs are not available as of a date that termination is sought, Interconnection Customer shall provide such payment or security in an amount corresponding to the most recent estimate provided by the Transmission Provider during the LARS process. Interconnection Customer shall pay or Transmission Provider shall refund, as applicable, to Interconnection Customer the difference between the amount of any estimated payment or security made pursuant to this Article and the final cost of such Network Upgrade within ninety (90) Calendar Days after such final costs are invoiced to the Interconnection Customer.

2.4.1 With respect to any portion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, and if so determined and made a part of this GIA, upgrades on Affected Systems, that have not yet been constructed or installed, Transmission Owner shall to the extent possible and to the extent of Interconnection Customer's written notice under Article 2.3.1, cancel any pending

orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer or upgrades not yet constructed, Transmission Owner shall promptly transfer such amounts to Transmission Provider, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts. Transmission Provider will perform a financial impact analysis in accordance with Section 7.8 of Attachment X to determine the amount that should be refunded to Interconnection Customer. Transmission Provider shall refund such remaining amounts to Interconnection Customer, less the amount of Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X and less any financial impact caused by the termination of this GIA or Interconnection Customer's FCA(s) or MPFCA(s), as determined through the analysis performed in accordance with Section 7.8 of Attachment X. If Interconnection Customer made its payment(s) through a letter of credit, surety bond, or parental guarantee, Transmission Owner will draw against that letter of credit, surety bond, or parental guarantee in an amount determined through the analysis performed in accordance with Section 7.8 of Attachment X plus the amount of any Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X, and transfer that amount to Transmission Provider, unless Interconnection Customer funds the financial impact through another means.

If an Interconnection Customer terminates this GIA, it shall be responsible for all

costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any upgrades or related equipment for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities. If Transmission Owner does not so elect, then Interconnection Customer shall be responsible for such costs.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation, reconfiguration or other disposition or retirement of such materials, equipment, or facilities, and such other expenses actually incurred by Transmission Owner necessary to return the Transmission, Distribution or Generator System, as applicable, to safe and reliable operation.

2.5 **Disconnection**. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission or Distribution System, as applicable. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6 **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including

billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. A Party may request that any information so provided be subject to the confidentiality provisions of Article 22. If that Party has executed this GIA, or any amendment thereto, the Party shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

Check: _____ SI or ____ ER and/or ____ NR (See Appendix A for details)

Check: ____ If this is an LLGIA that has been processed through the LARS Study Process. **(ER and NR only) (See Appendix A for Details)**

4.1.1 Energy Resource Interconnection Service (ER Interconnection Service).

4.1.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission or

Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive ER Interconnection Service, Transmission Owner shall construct facilities consistent with the studies identified in Appendix A.

An Interconnection Customer seeking ER Interconnection Service for new or added capacity at a Generating Facility may be granted conditional ER Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional ER Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as a higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional ER Interconnection Service shall be terminated in the event Interconnection Customer fails to fund the necessary studies and the Network Upgrades necessary to grant the Interconnection Customer's ER Interconnection Service upon the completion of higher queued projects involving the same common elements.

4.1.1.2 Transmission Delivery Service Implications. Under ER Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis up to the amount of MW identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. After that date FERC makes effective

MISO's Energy Market Tariff filed in Docket No. ER04-691-000, Interconnection Customer may place a bid to sell into the market up to the maximum identified Generating Facility output, subject to any conditions specified in the Interconnection Service approval, and the Generating Facility will be dispatched to the extent the Interconnection Customer's bid clears. In all other instances, no transmission or other delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-To-Point Transmission Service, Network Integration Transmission Service or be used for secondary network transmission service, pursuant to the Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission or Distribution System as applicable, at such time as a Transmission Service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network or Distribution Upgrades.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall construct the facilities identified in Appendix A of this GIA, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network

Resource.

4.1.2.2 Transmission Delivery Service Implications. NR Interconnection Service allows the Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System, as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. Although NR Interconnection Service does not convey a reservation of Transmission Service, any Network Customer can utilize Network Integration Transmission Service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving NR Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if the Generating Facility has not been designated as a Network Resource by any Network Customer, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

NR Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission or distribution constraints on the Transmission or Distribution System, as applicable, the Generating Facility shall be subject to the applicable congestion management procedures in the Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Generating Facility be designated as a Network Resource by a Network Customer or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future Transmission Service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility to customers other than the studied Network Customers, or for any Point-To-Point Transmission Service, such request may require additional

studies and upgrades in order for Transmission Provider to grant such request. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.1.2.3 Conditional NR Interconnection Service. An Interconnection Customer seeking NR Interconnection Service for new or added capacity at a Generating Facility may be granted conditional NR Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional NR Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional NR Interconnection Service status may be converted to ER Interconnection Service if either of the following occurs:

1) Interconnection Customer fails to fund necessary studies and Network Upgrades required to allow the Interconnection Customer's Generating Facility to receive NR Interconnection Service upon the completion of higher queued projects involving the same common elements; or

2) The higher queued project(s) or planned and required Network Upgrades are placed in service and the Network Upgrades required to provide NR Interconnection Service status to the Interconnection Customer's Generating Facility are not in service.

In the event Interconnection Customer fails to fund the necessary studies and Network Upgrades for NR Interconnection Service, the Interconnection Customer's conditional NR Interconnection Service status shall be converted to ER Interconnection Service status unless Interconnection Customer makes a new Interconnection Request. Such new Interconnection Request shall be evaluated in accordance with the GIP and its new queue position.

Some or all of the conditional NR Interconnection Service status may be temporarily revoked if the Network Upgrades are not in service when the higher queued project(s) are placed in service. The availability of conditional NR Interconnection Service status will be determined by Transmission Provider's studies. Upon funding and completion of the Network Upgrades required to establish the Generating Facility's NR Interconnection Service status, the Generating Facility will be granted NR Interconnection Service status.

The Parties agree that the portion of the Generating Facility classified as NR Interconnection Service is the first portion of the output of the combined output of all the units at the Generating Facility except in circumstances where Interconnection Customer otherwise elects this GIA, as amended, to allocate that portion to the output of specific unit(s) at the Generating Facility, the total of which will not exceed the output eligible for NR Interconnection Service as shown by the additional studies. To the extent Interconnection Customer desires to obtain NR Interconnection

Service for any portion of the Generating Facility in addition to that supported by such additional studies, Interconnection Customer will be required to request such additional NR Interconnection Service through a separate Interconnection Request in accordance with the GIP.

4.1.3 Surplus Interconnection Service (SI).

4.1.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.2 Provision of Service. Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice after the execution of this GIA, that Party shall not be deemed to be in Breach of this GIA for its compliance therewith. The Party so limited shall notify the other Parties whereupon Transmission Provider shall amend this GIA in concurrence with the other Parties and submit the amendment to the Commission for approval.

4.4 No Transmission Delivery Service. The execution of this GIA does not constitute a request for, or the provision of, any transmission delivery service under the Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.4.1. Interconnection Customer shall be paid for such services in accordance with Article 11.7.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select: 1) the In-Service Date, Initial Synchronization Date, and Commercial Operation Date based on a reasonable construction schedule that will allow sufficient time for design, construction, equipment procurement, and permit acquisition of Transmission System equipment or right-of-way; and 2) either the Standard Option or Alternate Option set forth below and such dates and selected option shall be set forth in Appendix B. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, and Generator Upgrades using

Reasonable Efforts to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the dates set forth in Appendix B, Milestones, subject to the receipt of all approvals required from Governmental Authorities and the receipt of all land rights necessary to commence construction of such facilities, and such other permits or authorizations as may be required. Transmission Provider or Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Applicable Laws and Regulations and Good Utility Practice. In the event Transmission Owner reasonably expects that it will not be able to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and Transmission Provider and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Transmission Provider and Transmission Owner, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Owner shall assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities by the designated dates.

If Transmission Owner subsequently fails to complete the Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial

Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each Calendar Day that Transmission Provider refuses to grant clearances to install equipment.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.1.3 Option to Build. Pursuant to Section 7.3.2.5 & 7.3.3.5 of the GIP, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by the dates originally designated by Interconnection Customer under Article 5.1.2. The Parties must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the dates designated by Interconnection Customer pursuant to Article 5.1 are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article

5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer has elected to exercise the Option to Build.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades after receipt of all required approvals from Governmental Authorities necessary to commence construction,

(1) Interconnection Customer shall engineer, procure equipment, and construct the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner, or as required by any Governmental Authority;

(2) Interconnection Customer's engineering, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law or Governmental Authority to which Transmission Owner would be subject in the engineering, procurement or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall be entitled to review and approve the engineering design, equipment acceptance tests(including witnessing of acceptance tests), and the construction (including monitoring of construction) of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall have the right to reject any design, procurement, construction or acceptance test of any equipment that does not meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority;

(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) at any time during construction, Transmission Provider and Transmission Owner shall have unrestricted access to the construction site for the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to meet the standards and specifications provided by Transmission Provider and Transmission Owner;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from the Interconnection Customer's construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1, Indemnity;

(8) Interconnection Customer shall transfer control of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner in accordance with Appendix B;

(10) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall approve and accept for operation and maintenance the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2 only if the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority.

(11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Owner.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article

5.1.3, Interconnection Customer shall pay Transmission Owner the agreed upon amount of [$ PLACEHOLDER] for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, and the Transmission Owner has elected to fund the costs of Network Upgrades pursuant to Article 11.3, then prior to Interconnection Customer incurring any construction costs relating to the Option to Build and by the date specified in Appendix B, Interconnection Customer shall invoice the Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build in accordance with Appendix B. The Transmission Owner shall be required to reimburse Interconnection Customer for the full amount of such invoiced costs by the date specified in Appendix B, which shall be prior to the date by which Interconnection Customer must make any construction payment for such Stand Alone Network Upgrades. After completion of the construction of Stand Alone Network Upgrades by the Interconnection Customer and by the date specified in Appendix B for the Interconnection Customer to transfer such Stand Alone Network Upgrades to the Transmission Owner, Interconnection Customer shall provide an invoice of the final cost of the construction of Stand Alone Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Transmission Owner shall pay to Interconnection Customer the difference between the amount previously paid and the actual costs within thirty (30) Calendar Days after receipt of a final construction invoice from Interconnection

Customer. In the event that the actual costs are less than the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Interconnection Customer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Following the transfer of the Stand Alone Network Upgrades from the Interconnection Customer to the Transmission Owner, the Interconnection Customer shall make payments for such facilities to the Transmission Owner pursuant to an agreement between and among the Parties.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event the Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider and Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of the Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection

Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) the Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Transmission Provider, Interconnection Customer or any other earlier queued Interconnection Customer who has entered into an earlier GIA with Transmission Provider and/or a Transmission Owner or with an Affected System Operator, or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure;
(3) Interconnection Customer has assumed responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; (4) the delay is due to the inability of Transmission Owner to obtain all required approvals from Governmental Authorities in a timely manner for the construction of any element of the Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, or any other permit or authorization required, or any land rights or other private authorizations that may be required, and Transmission Owner has exercised Reasonable Efforts in procuring such approvals, permits, rights or authorizations; or (5) the Parties have otherwise agreed.

5.4 Power System Stabilizers. Interconnection Customer shall procure, install, maintain

and operate power system stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider and Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or are not capable of automatic operation, Interconnection Customer shall immediately notify the Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to induction generators.

5.5 Equipment Procurement. If responsibility for construction of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades, and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement; and

5.5.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, and Generator Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval; and

5.6.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.7 Work Progress. Transmission Owner and Interconnection Customer will keep each other and Transmission Provider advised periodically as to the progress of their respective design, procurement and construction efforts. Either Transmission Owner or Interconnection Customer may, at any time, request a progress report from the other, with a copy to be provided to the other Parties. If, at any time, Interconnection Customer determines that the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades or Transmission Owner's System Protection Facilities will be required. Transmission Owner may delay the In-Service Date of its facilities accordingly.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System or Distribution System, as applicable, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options.

5.9.1 Limited Operation. If any of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection

Facilities, Distribution Upgrades or Generator Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider and Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies; provided, however, such studies reveal that such operation may occur without detriment to the Transmission System as then configured and in accordance with the safety requirements of Transmission Owner and any Governmental Authority.

The maximum permissible output of the Generating Facility will be updated on a quarterly basis if the Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are not in service within six (6) months following the Commercial Operation Date of the Generating Facility as specified in Appendix B of this GIA. These quarterly studies will be performed using the same methodology set forth in Section 11.5 of the GIP. These quarterly updates will end when all Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are in service.

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional

Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Generator Interconnection Agreement with the Interconnection Customer for limited interconnection service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission Provider's system. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of interconnection service from the Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement shall be studied and updated on a quarterly basis. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Generator Interconnection Agreement and the Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall, at its expense, design, procure, construct, own or control, and install the ICIF, as set

forth in Appendix A.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial design and specifications for the ICIF, including Interconnection Customer's System Protection Facilities, to Transmission Provider and Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final design and specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider at Transmission Provider's option, and Transmission Owner shall review such specifications to ensure that the ICIF are compatible with their respective technical specifications, operational control, and safety requirements and comment on such design and specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's and Transmission Owner's Review. Transmission Provider's and Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider and Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control and safety requirements of Transmission Provider and Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another

mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider and Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider and Transmission Owner with Interconnection Customer's specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Owner's Interconnection Facilities Construction. The Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Transmission Provider (if requested) and Interconnection Customer the "as-built" drawings, information and documents for the Transmission Owner's Interconnection Facilities specified in Appendix C to this GIA.

Such drawings, information and documents shall be deemed Confidential Information.

Upon completion, the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall be under the control of Transmission Provider or its designated representative.

5.12 Access Rights. Upon reasonable notice by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish *at no cost* to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Transmission Owner's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades upon such property.

5.14 Permits. Transmission Provider or Transmission Owner and Interconnection Customer

shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to the Transmission Owner's own, or an Affiliate's, generation to the extent that Transmission Owner or its Affiliate owns generation.

5.15 Early Construction of Base Case Facilities. (Includes facilities required for all queued projects with interconnection agreements).Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades, Transmission Owner's System Protection Facilities or Distribution Upgrades required for Interconnection Customer to be interconnected to the Transmission or Distribution System, as applicable, which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer with a prior GIA, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Any such Network Upgrades, System Protection Facilities or Distribution Upgrades are included in the facilities to be constructed and as set forth in Appendix A to this GIA to the extent they are reasonably known.

5.16 Suspension.

5.16.1 Interconnection Customer's Right to Suspend for Force Majeure Event; Obligations. Provided that such suspension is permissible under the authorizations, permits or approvals granted for the construction of such Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, Interconnection Customer will not suspend unless a Force Majeure event occurs.

Interconnection Customer must provide written notice of its request for suspension to Transmission Provider and Transmission Owner, and provide a description of the Force Majeure event that is acceptable to Transmission Provider. Suspension will only apply to Interconnection Customer milestones and Interconnection Facilities described in the Appendices of this GIA. Prior to suspension, Interconnection Customer must also provide security acceptable to Transmission Owner, equivalent to the higher of $5 million or the total cost of all Network Upgrades, Transmission Owner's System Protection Facilities, and Distribution Upgrades listed in Appendix A of this GIA. Network Upgrades and Transmission Owner's Interconnection Facilities will be constructed on the schedule described in the Appendices of this GIA unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Network Upgrades are not needed by any other project; or (3) Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3) security shall be released upon the determination that the Network Upgrades will no longer be constructed.

If suspension occurs, the Transmission or Distribution System, as applicable, shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Transmission Provider's and Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider and Transmission Owner (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission or Distribution System, as applicable, during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider and Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor

contract, Transmission Provider and Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Transmission Provider and Transmission Owner shall each invoice Interconnection Customer for such costs pursuant to Article 12 and shall use Reasonable Efforts to minimize its costs. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, and has not requested Transmission Owner to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.16.2 Effect of Missed Interconnection Customer Milestones. If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer Milestone provided in Appendix B ("Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, the Transmission Owner's Milestones may be revised, following consultation with Interconnection Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective Milestones.

5.16.3 Effect of Suspension; Parties Obligations. In the event that Interconnection Customer suspends work pursuant to this Article 5.16, no construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension unless ordered by a Governmental Authority, with such order being the Force Majeure event causing the suspension. Should Interconnection Customer request that work be recommenced, Transmission

Owner shall be obligated to proceed with Reasonable Efforts and in consideration of all relevant circumstances including regional outage schedules, construction availability and material procurement in performing the work as described in Appendix A and Appendix B. Transmission Owner will provide Interconnection Customer with a revised schedule for the design, procurement, construction, installation and testing of the Transmission Owner's Interconnection Facilities and Network Upgrades. Upon any suspension by Interconnection Customer pursuant to Article 5.16, Interconnection Customer shall be responsible for only those costs specified in this Article 5.16.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades and Generator Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. To the extent that Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Transmission Owner represents, and the Parties acknowledge, that Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Interconnection Customer to Transmission Owner for Network Upgrades is to be treated as an upfront payment in accordance with Rev Proc 2005-35. It is anticipated by the parties that any amounts paid by Interconnection Customer to Transmission Owner for Network Upgrades will be reimbursed to Interconnection Customer in accordance with the

terms of this GIA, provided Interconnection Customer fulfills its obligations under this GIA.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for the Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 2016-36. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above, with a copy to Transmission Provider. Transmission Owner represents and covenants that the cost of the Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Upon Transmission Owner. Notwithstanding Article 5.17.1 and to the extent

permitted by law, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences or any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are

imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, Interconnection Customer

shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner shall file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement

represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable,

together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in 18 C.F.R. Section 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave both parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission

Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the other Parties to maintain each Party's tax status. Nothing in this GIA is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and

shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission or Distribution System as applicable, Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof which shall be the responsibility of Interconnection Customer.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Owner makes to the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, or the Transmission or Distribution System, as applicable, to facilitate the interconnection of a third party to the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, or to provide transmission service to a third party under the Tariff.

Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.19.4 **Sole Interconnection**: During the term of this GIA, Interconnection Customer shall not connect the Generating Facilities described in Appendix A of this GIA to the transmission facilities of any transmission provider other than the Transmission Provider, or a successor to the Transmission Provider, except as expressly allowed by the Transmission Provider's Tariff. Any connection that violates this Article 5.19.4 shall be deemed a breach of this GIA subject to default and termination pursuant to Articles 17 and 2 of this GIA. In the event Interconnection Customer proposes to connect the Generating Facilities to the transmission system of another transmission provider, all Interconnection Service under this agreement shall terminate no later than the date on which such Generating Facilities achieve commercial operation over its connection to the other transmission provider. Interconnection Customer shall adhere to the requirements of Attachment Y to the Tariff as applicable.

ARTICLE 6. TESTING AND INSPECTION

6.1 **Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, Transmission Owner shall test the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades, and Interconnection Customer shall test each electric production device at the Generating Facility, Interconnection Customer's System Protection Facilities, including control equipment to limit injection at the POI to the level of Interconnection Service set forth in Appendix A and the Interconnection Customer's

Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Transmission Owner and Interconnection Customer shall make any modifications to their respective facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission or Distribution System, as applicable, in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the Interconnection Facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing. Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties shall each have the right, at its own expense, to observe such testing.

6.4 Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe Transmission Owner's and Interconnection Customer's tests and/or inspection of any of their respective System Protection Facilities and other protective equipment, including power system stabilizers and control equipment; (ii) review the settings of the System Protection Facilities and other protective equipment; and (iii) review the maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System

Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless the Interconnection Customer is utilizing shared Interconnection Customer Interconnection Facilities, or unless otherwise agreed by the Parties, Transmission Owner, at its election, or otherwise Interconnection Customer, shall install Metering Equipment (the "Metering Party") at the Point of Interconnection prior to any operation of the Generating Facility. Transmission Owner, at its election, or otherwise Interconnection Customer shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at the Metering Party's option, compensated to, the Point of Interconnection. If Interconnection Customer will share Interconnection Facilities with any other projects, Interconnection Customer shall install Metering Equipment either on its own Generating Facility or its own non-shared facilities sufficient to measure the output of such Interconnection Customer's Generating Facility separately from any other Generating Facilities with which it will share Interconnection Facilities. The Metering Party shall provide metering quantities, in analog and/or digital form, to the other Parties upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2 Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the Metering Equipment owned by the Metering Party. Such check meters shall be for check purposes only and shall not be used for the measurement of

power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider, Transmission Owner or their designees. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 **Standards**. The Metering Party shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 **Testing of Metering Equipment**. The Metering Party shall inspect and test Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by a Party, the Metering Party shall, at the requesting Party's expense, inspect or test Metering Equipment more frequently than every two (2) years. The Metering Party shall give reasonable notice to the other Parties of the time when any inspection or test shall take place, and the other Parties may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to the Metering Party's failure to maintain, then the Metering Party shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, the Metering Party shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the previous test of the Metering Equipment.

7.5 **Metering Data**. At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Provider and

Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by and at the cost of Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

Unless the Generating Facility is an Intermittent Resource not relying on wind or solar as a fuel source, Interconnection Customer shall install communication and control equipment such that the Generating Facility can receive and respond to the appropriate dispatch signals while operating under the Tariff. Where applicable, the requirements of the communication and control equipment will be enumerated in Appendix C to this GIA.

8.2 Remote Terminal Unit (RTU). Prior to the Initial Synchronization Date of the

Generating Facility, a remote terminal unit, or equivalent data collection and transfer equipment acceptable to both Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner and Transmission Provider through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner and Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider and Transmission Owner.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source will, upon request by the Transmission Provider, be

required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Data requirements for meteorological and forced outage data will be negotiated by the Transmission Provider and the Interconnection Customer, and will be set forth in Appendix C, Interconnection Details, of this GIA.

ARTICLE 9. OPERATIONS

9.1 **General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to any Party all information that may reasonably be required by that Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Local Balancing Authority Notification**. At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Local Balancing Authority in which the Generating

Facility will be located. If Interconnection Customer elects to locate the Generating Facility through dynamic metering/scheduling in a Local Balancing Authority other than the Local Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Local Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Local Balancing Authority.

9.3 Transmission Provider and Transmission Owner Obligations. Transmission Provider shall cause the Transmission System and the Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner in accordance with this GIA. Transmission Provider, or its designee, may provide operating instructions to Interconnection Customer consistent with this GIA and the Tariff and, if applicable, Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. The Generating Facility must be operated in accordance with the operating limits, if any, in the Interconnection Facilities Study and specified in Appendix C of this GIA. Interconnection Customer shall operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of Transmission Provider or its designated Local Balancing Authority Operator of which the Generating Facility is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that a Party provide copies of the requirements set forth in

Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission or Distribution System, as applicable.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the Point of Interconnection at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. The Generating Facility shall be capable of continuous dynamic operation throughout the power factor design range as measured at the Point of Interconnection. Such operation shall account for the net effect of all energy production devices on the Interconnection Customer's side of the Point of Interconnection.

9.6.1.2 Inverter-Based Resource Plants. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the high-side of the generator substation at all

power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all inverter-based resource plants in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting inverter-based resource plants that have not yet completed a System Impact Study as of the effective date of the Final Rule establishing this requirement (Order No. 827). These requirements apply to existing inverter-based resource plants making upgrades that require a new Generator Interconnection Agreement only where the Transmission Provider's System Impact Study shows the need for reactive power as a result of an upgrade. If applicable, these requirements will be memorialized in Appendix C to this GIA.

Additional reactive power requirements for inverter-based resource plants are provided in Appendix G of this GIA.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria), to maintain the output

voltage or power factor at the Point of Interconnection as specified by Transmission Provider. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Local Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission or Distribution System as applicable. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify Transmission Provider's system operator, or its designated representative.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission or Distribution System, as applicable, or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time

period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Local Balancing Authority on a comparable basis.

9.6.3 Payment for Reactive Power. Payments for reactive power shall be pursuant to any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

9.6.4 Primary Frequency Response. This Section 9.6.4 shall only apply in the event that the Interconnection Request for the Generating Facility completed Definitive Planning Phase Interconnection Customer Decision Point 2 after May 15, 2018.

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or

equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this GIA. The primary frequency response requirements contained herein shall apply to both synchronous and inverter-based resource plant Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (a) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (b) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer

needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent

requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this GIA. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this GIA.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this GIA. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by

Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this GIA when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System.

9.6.4.5 Inverter-Based Resource Plants. Additional primary frequency response requirements for inverter-based resource plants, including electric storage resources, are provided in Appendix G of this GIA.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Interconnection Customer and Transmission Owner may each in accordance with Good Utility Practice in coordination with the other Party and Transmission Provider remove from service any of its respective Interconnection Facilities, System Protection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace

equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to notify one another and schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider and Transmission Owner for a minimum of a rolling twenty-four (24) month period in accordance with the Transmission Provider's procedures. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate, pursuant to applicable Transmission Provider tariff or rate schedule, Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent the Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

Costs shall be determined by negotiation between Transmission Provider and Interconnection Customer prior to implementation of the voluntary change in outage schedules, or if such request is made by or on behalf of a Transmission Customer requesting firm service, costs and recovery of costs shall be determined through a bilateral agreement between the Transmission Customer and Interconnection Customer. Voluntary changes to outage schedules under this Article 9.7.1.2 are separate from actions and compensation required under Article 13 and for which costs are recovered in accordance with Transmission Provider's applicable tariff or rate schedule.

9.7.1.3 Outage Restoration. If an outage on either the Interconnection Customer's or Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades adversely affects a Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice to the other Parties explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary

to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission or Distribution System, as applicable;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection

Facilities, and the Transmission or Distribution System, as applicable to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency, Over-Frequency, Under-Voltage, and Over-Voltage Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency or under-voltage system disturbance. Interconnection Customer shall implement under-frequency, over-frequency, under-voltage, and over-voltage relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency and/or voltage deviations of pre-determined magnitudes, including under-frequency, over-frequency, under-voltage, and over-voltage, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain its System Protection Facilities as a part of the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any Transmission Owner's System Protection Facilities that may be required on the Transmission Owner's Interconnection Facilities or the Transmission Owner's transmission or distribution facilities as a result of the interconnection of the Generating

Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Interconnection Customer's and Transmission Owner's System Protection Facilities shall be designed and coordinated with Affected Systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Generating Facility.

9.7.4.5 Each Party will test, operate and maintain their respective System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, Interconnection Customer or Transmission Owner, or their respective agents, shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, Interconnection Customer or Transmission Owner shall each perform both calibration and functional trip tests of their respective System Protection Facilities. These tests do not require the tripping of any in-service generating unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.4.7 Operations under an LLGIA prior to Service Commencement Date: If this GIA is an LLGIA, Interconnection Customer shall not commence Commercial Operation or otherwise inject electricity onto the Transmission System prior to the Service Commencement Date of the LARS Associated Load except for injections associated with testing otherwise allowed by this LLGIA. In the event that the LARS Associated Load commences service for an amount of Transmission Service less than the amount requested in the LARS Application, Interconnection Customer's injections shall be subject to the Annual ERIS Evaluation Study and Quarterly Operating Limits processes as described in Section 6.6 of the Generator Interconnection Business Practices Manual and may be limited to the current Demand of the LARS Associated Load until such time as the LARS Associated Load has commenced service.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission or Distribution System, as applicable, not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission or Distribution System, as applicable. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission or Distribution System, as applicable, at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative

sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission or Distribution System, as applicable, could adversely affect the Generating Facility.

9.7.6 Power Quality. Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1, and any applicable superseding electric industry standard, the applicable superseding electric industry standard shall control.

9.8 Switching and Tagging Rules. Prior to the Initial Synchronization Date, each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Other Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission or Distribution System, as applicable, and shall be used for no other purpose.

9.9.2 Other Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld or delayed, to

allow one or more Parties to use the Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any non-Party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to Dispute Resolution pursuant to Section 12 of the Tariff.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the

Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing Interconnection Service or Transmission Service to a non-Party and such non-Party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner's Interconnection Facilities to the extent required by Transmission Owner on a comparable basis.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.

11.2 Transmission Owner's Interconnection Facilities. Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner's Interconnection Facilities described in Appendix A at the sole expense of Interconnection Customer.

11.3 Network Upgrades, System Protection Facilities and Distribution Upgrades. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades and/or Generator Upgrades. As required by Section 7.3.2.1 and 7.3.3.1 of Attachment X, Transmission Owner shall have provided Transmission Provider with written notice if Transmission Owner elects to fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities; otherwise, such facilities, if any, shall be solely funded by Interconnection Customer. In the event that the Transmission Owner elects to fund the capital costs of the Network Upgrades and/or Transmission Owner's System Protection Facilities, then the Parties shall enter into a Facilities Service Agreement. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X to the MISO Tariff .

11.3.1 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades. Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued Interconnection Request withdrew or was deemed to have withdrawn, (2) the interconnection agreement associated with a higher queued Interconnection Request was terminated prior to the project's In-Service Date, (3) the Commercial Operation Date for a higher queued

Interconnection Request is delayed, or the project itself is delayed (including due to suspension) such that facilities required to accommodate lower queued projects or the project itself may be altered, (4) the queue position is reinstated for a higher-queued Interconnection Request whose queue position was subject to dispute resolution, (5) changes occur in Transmission Provider or Transmission Owner equipment design standards or reliability criteria giving rise to the need for restudy, (6) the facilities required to accommodate a higher queued Interconnection Request were modified constituting a Material Modification pursuant to Section 4.4 of the GIP, (7) a GIA with an effective date prior to this GIA is terminated, (8) when ordered to restudy by FERC, or (9) the Network Upgrade Facilities Study for a Network Upgrade, which is to be included in this GIA, is completed after execution of this GIA. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

11.3.2 Agreement to Restudy and Cost Reallocation. In the event that one of the contingencies listed in Article 11.3.1 occurs, at any time before the Network Upgrades, Common Use Upgrades, Shared Network Upgrades, System Protection Facilities and/or Distribution Upgrades associated with higher queued Interconnection Requests with GIA in effect prior to this GIA are completed, Transmission Provider may determine, in its discretion, that a restudy is required. If a restudy is required, Transmission Provider will provide notice to Interconnection Customer and Interconnection Customer agrees to enter into an Interconnection Study Agreement for such restudy. Transmission Provider will reevaluate the need for any Common Use Upgrade(s) and/or Shared Network

Upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of any cost reallocation required under this Article 11.3.2.

11.3.3 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that funded the Shared Network Upgrades in accordance with Attachment X and Attachment FF of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment by Transmission Owner(s) and the Affected System Owner(s) that own the Network Upgrades, of the amount paid respectively to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, as provided under Attachment FF of this Tariff and including any tax gross-up or other tax-related payments associated with the repayable portion of the Network Upgrades, and not repaid to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Tariff and Affected System's Tariff for Transmission Services with respect to the Generating

Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19 (a)(2)(iii) from the date of any payment for Network Upgrades through the date on which Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Interconnection Customer has suspended construction pursuant to Article 11 or the Network Upgrades have been determined not to be needed pursuant to this Article 11.4.1. Interconnection Customer may assign such repayment rights to any person.

If the Generating Facility is designated a Network Resource under the Tariff, or if there are otherwise no incremental payments for Transmission Service resulting from the use of the Generating Facility by Transmission Customer, and in the absence of another mutually agreeable payment schedule any repayments provided under Attachment FF shall be established equal to the applicable rate for Firm Point-To-Point Transmission Service for the pricing zone where the Network Load is located multiplied by the portion of the demonstrated output of the Generating Facility designated as a Network Resource by the Network Customer(s) or in the absence of such designation, equal to the monthly firm single system-wide rate defined under Schedule 7 of the Tariff multiplied by the portion of the demonstrated output of the Generating Facility under contract to Network Customer(s) and consistent with studies pursuant to Section 3.2.2.2 of the GIP.

Notwithstanding the foregoing, as applicable and consistent with the provisions of Attachment FF of this Tariff, Interconnection Customer, Transmission Provider, Transmission Owner, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Owner and Affected System Operator take one of the following actions no later than five (5) years from the Commercial Operation Date: (1) return to

Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Owner or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Generating Facility is installed in phases, the amount eligible for refund as each phase achieves Commercial Operation will be reduced by the proportional amount of generation capacity not yet installed. However, all facilities in Appendix A other than the Generating Facility shall be built without consideration for the phasing of the Generating Facility as though the entire Generating Facility will be placed in Commercial Operation for the full output or increased output of the Generating Facility constructed by Interconnection Customer under this GIA.

If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Transmission Owner and Affected System Operator shall at that time reimburse Interconnection Customer for the remaining applicable amounts that may be refundable pursuant to Attachment FF of this Tariff that were advanced for the Network Upgrades on their respective systems as described above. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the reimbursement must be made.

11.4.2 Special Provisions for Transmission Provider as an Affected System to be covered under Separate Agreements. When the Transmission Owner's

Transmission or Distribution System (including for this Article 11.4.2 independent distribution systems connected to the Transmission System) is an Affected System for an interconnection in another electric system, Transmission Provider will coordinate the performance of Interconnection Studies with the other system. Transmission Provider will determine if any Network Upgrades or Distribution Upgrades, which may be required on the Transmission System as a result of the interconnection, would not have been needed but for the interconnection. Unless Transmission Owner provides, under the interconnection agreement between Interconnection Customer and the other system, for the repayment of amounts advanced to Transmission Provider or an impacted Transmission Owner for Network Upgrades, Interconnection Customer, Transmission Provider, and the impacted Transmission Owner(s) shall enter into an agreement that provides for such repayment by Transmission Owner(s) as directed by Transmission Provider. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursement or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Initial Payment. For upgrades that the Transmission Owner has elected to self-fund, the Interconnection Customer is responsible for making the initial payment for the total cost

of Network Upgrades (excluding JTIQ Upgrades) or Transmission Owner's System Protection Facilities in the form of security pursuant to Article 11.6. For upgrades where the Transmission Owner did not elect to self-fund, the Interconnection Customer shall elect (and provide its election to the Transmission Provider within five days of the commencement of negotiation of the GIA pursuant to Section 11.2 of the GIP) to make either 1) an initial payment equal to twenty (20) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date is less than or equal to five (5) years of the initial payment date); or 2) an initial payment equal to ten (10) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date exceeds the initial payment date by more than five (5) years); or 3) the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades in the form of security pursuant to Article 11.6. The initial payment shall be provided to Transmission Owner by Interconnection Customer pursuant to this Article 11.5 within the later of a) forty-five (45) Calendar Days of the execution of the GIA by all Parties, or b) forty-five (45) Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) forty-five (45) Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer. If the Interconnection Customer made its milestone payments in the form of cash and the Interconnection Customer elects a cash initial payment, then the Transmission Provider shall transfer those funds to the Transmission Owner on the Interconnection Customer's behalf.

11.6 Provision of Security. Unless a milestone cash payment schedule is provided in Appendix B, Interconnection Customer shall, at least forty-five (45) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a

discrete portion of a facility, not otherwise funded under Article 11.5, provide additional security. Additionally, the Interconnection Customer will be required to provide security more than forty-five (45) Calendar Days in advance if requested by Transmission Owner because regulatory approvals are required for the construction of such facilities. Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's selection, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the applicable costs and cost commitments, in addition to those funded under Article 11.5, required of the Party responsible for building the facilities pursuant to the construction schedule developed in Appendix B for designing, engineering, seeking regulatory approval from any Governmental Authority, constructing, procuring and installing the applicable portion of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

11.6.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.6.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.

11.6.3 The surety bond must be issued by an insurer reasonably acceptable to

Transmission Owner and must specify a reasonable expiration date.

11.6.4 If the Shared Network Upgrade is not in service, Interconnection Customer will not be required to make a payment under Schedule 26-B until the Shared Network Upgrade is in service, but Interconnection Customer will provide, as applicable, an Irrevocable Letter of Credit to fund any Shared Network Upgrade pursuant to Attachment FF of the Tariff. The Irrevocable Letter of Credit shall be in an amount sufficient to cover the Interconnection Customer's share of the applicable costs and cost commitments associated with the Shared Network Upgrades. Transmission Provider may periodically adjust the Interconnection Customer's share of the applicable costs and cost commitment of Shared Network Upgrades and may require Interconnection Customer to adjust the amount of the Irrevocable Letter of Credit accordingly.

11.7 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.4 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

11.8 Provision of Security for JTIQ Upgrades. If the Transmission Provider determines that the Interconnection Request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO SPP JOA) and is included in the JTIQ Participation Group, Interconnection Customer shall be required to provide security in accordance with Attachment X, Appendix 18 (MISO JTIQ Commitment Agreement) and SPP's JTIQ Service Agreement.

ARTICLE 12. INVOICE

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to

which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within six (6) months after completion of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Owner shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this GIA.

12.4 Disputes. In the event of a billing dispute among the Parties, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or Transmission Owner or into an independent escrow

account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may or, at Transmission Owner's request upon Interconnection Customer's failure to pay, Transmission Owner, shall provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accord with the methodology set forth in 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Obligations. Each Party shall comply with the Emergency Condition procedures of Transmission Provider, NERC, the Applicable Reliability Council, and Applicable Laws and Regulations.

13.2 Notice. Transmission Provider or Transmission Owner shall notify the other Parties promptly when it becomes aware of an Emergency Condition that affects the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Interconnection Customer shall notify Transmission Provider and Transmission Owner, which includes by definition if applicable, the operator of a Distribution System, promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission or Distribution System, as applicable, or the Transmission Owner's Interconnection Facilities.

To the extent information is known, the notification shall describe the Emergency

Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in a Party's reasonable judgment, immediate action is required, the Party exercising such judgment shall notify and obtain the consent of the other Parties, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission or Distribution System, as applicable.

13.4 Transmission Provider and Transmission Owner Authority.

13.4.1 General. Transmission Provider or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or the Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or the Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider or Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Provider or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up,

increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's or Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. Transmission Provider or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or the Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to the Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer and Transmission Owner using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary pursuant to Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.5 Interconnection Customer Authority. Consistent with Good Utility Practice and this

GIA and the GIP, Interconnection Customer may take whatever actions or inactions with regard to the Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and the Transmission Owner's Interconnection Facilities. Transmission Provider and Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this GIA, no Party shall be liable to any other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

13.7 Audit. In accordance with Article 25.3, any Party may audit the performance of another Party when that Party declared an Emergency Condition.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek, and if necessary assist the other Party and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 2005, as amended, or

the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to the other and not required by this GIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4 and 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-Breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to the other Party if one Party gives notice of such Breach. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Termination. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party or Parties shall terminate this GIA, subject to Article 2.3.2 of this GIA, by written notice to the Breaching Party, with a copy to the other Party if one Party gives notice of termination, and be relieved of any further obligation hereunder and, whether or not that Party(ies) terminates this GIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is (they are) entitled at law or in equity. The provisions of this Article will survive termination of this GIA.

17.1.3 Cross-Default. Pursuant to Article 11.3 of this GIA, the Parties shall enter into a

Facilities Service Agreement if the Transmission Owner has elected to fund the capital for the Network Upgrades and/or Transmission Owner's System Protection Facilities. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the Facilities Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA. If a default under this GIA results from the Interconnection Customer's breach of the Facilities Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the Facilities Service Agreement and this GIA.

Pursuant to Section 11.3 of the GIP, an Interconnection Customer included in a JTIQ Participation Group shall execute or request the unexecuted filing both of the Transmission Provider's JTIQ Commitment Agreement and the JTIQ Service Agreement included in SPP's tariff. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the JTIQ Commitment Agreement or SPP's JTIQ Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA provided, however, that the manner and timing of cure of such breach shall adhere to the requirements of the applicable agreement and cure in accordance with the provisions of such agreement shall also cure the breach of this GI. If a default under this GIA results from the Interconnection Customer's breach of the JTIQ Commitment Agreement or SPP JTIQ Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the JTIQ Commitment Agreement, SPP JTIQ Service Agreement, and this GIA.

ARTICLE 18. LIMITATION OF LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Limitation of Liability. A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this GIA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in this Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this GIA, regardless of whether the obligation is preceded by a specific directive.

18.2 Indemnity. To the extent permitted by law, an Indemnifying Party shall at all times indemnify, defend and hold the other Parties harmless from Loss.

18.2.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.2, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.2.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.2.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal

proceeding or investigation as to which the indemnity provided for in Article 18.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the

consent of the Indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

18.3 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided; however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.4 Insurance. Transmission Owner and Interconnection Customer shall, at their own expense, maintain in force throughout the period of this GIA pursuant to 18.4.9, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business or an approved surplus lines carrier in the state where the Point of Interconnection is located:

18.4.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.4.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of

One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.4.3 Comprehensive Automobile Liability Insurance, for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers licensed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) each occurrence for bodily injury, including death, and property damage.

18.4.4 Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate for generators not eligible for the Fast Track Process in GIP Section 14. The requirement for generators eligible for the Fast Track Process in GIP Section 14 is a minimum combined single limit of Five Million Dollars ($5,000,000) per occurrence/Five Million Dollars ($5,000,000) aggregate..

18.4.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Groups and provide thirty (30) Calendar Days' advance written notice to the Other Party Groups prior to anniversary date of cancellation or any material change in coverage or condition.

18.4.6 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.4.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by Transmission Owner and Interconnection Customer.

18.4.8 The requirements contained herein as to the types and limits of all insurance to be maintained by Transmission Owner and Interconnection Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Transmission Owner and Interconnection Customer under this GIA.

18.4.9 As of the date set forth in Appendix B, Milestones, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, Interconnection Customer and Transmission Owner shall provide the other Party with certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.4.10 Notwithstanding the foregoing, Transmission Owner or Interconnection

Customer may self-insure to meet the minimum insurance requirements of Articles 18.4.1 through 18.4.8, to the extent it maintains a self-insurance program; provided that, Transmission Owner's or Interconnection Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets minimum insurance requirements under Articles 18.4.1 through 18.4.8. For any period of time that a Transmission Owner's or Interconnection Customer's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.4.1 through 18.4.9. In the event that Transmission Owner or Interconnection Customer is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.4.9.

18.4.11 Transmission Owner and Interconnection Customer agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that a Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of either Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify

Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider and Transmission Owner with proof that it meets the requirements of Article 11.5 and 18.4. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any non-Party, but only if such non-Party is not acting at the direction of either Transmission Provider or Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations including such laws, rules and regulations of Governmental Authorities establishing standards of conduct, as amended from time to

time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Article 22.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term**.** During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with Commission policy and regulations.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of this GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential

Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 22 shall survive such termination.

22.1.9 Remedies**.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff or a State**.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a

Party that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this GIA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for

any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect another Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 **Information Acquisition**. Transmission Provider, Transmission Owner and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 **Information Submission by Transmission Provider and Transmission Owner** The initial information submission by Transmission Provider to Interconnection Customer, with copy provided to Transmission Owner, shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission or

Distribution System information, as applicable and available, necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis, Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer to Transmission Provider, with copy to Transmission Owner, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit to Transmission Provider and Transmission Owner a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by Transmission Provider and Interconnection Customer to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection

Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice, such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 %) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses in Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider and Transmission Owner for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider and Transmission Owner any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide Interconnection Customer, with copy to Transmission Provider, any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner substation that may affect the Interconnection

Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access. Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which another Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2 Reporting of Non-Force Majeure Events. A Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle any Party receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit at its own expense the other Parties' accounts and records pertaining to the Parties' performance or the Parties' satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Parties' costs, calculation of invoiced amounts, the Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission or Distribution

System, as applicable, the Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the Party or from whom the overpayment or underpayment is owed together with

those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider or Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of

the Notice of Dispute by the non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the Tariff.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority**.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not

violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. {RESERVED}

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.1.1 Reversion. If offered pursuant to an Agency Agreement under which this GIA is executed by Transmission Provider as agent for the relevant Transmission Owner, in the event that the relevant Agency Agreement terminates, any HVDC Service offered by Transmission Provider under this GIA shall revert to the relevant Transmission Owner and Transmission Provider shall be released from all obligations and responsibilities under this GIA.

30.2 Conflicts. In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including."

30.4 Entire Agreement. This GIA, including all Appendices and attachments hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this GIA.

30.5 No Third Party Beneficiaries. This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by any Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain Interconnection Service from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8 Multiple Counterparts. This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by all of the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all

Applicable Laws and Regulations.

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Transmission Owner and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this GIA in multiple originals; each of which shall constitute and be an original GIA among the Parties.

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Name: _____

Title: _____

Transmission Owner

[Insert name of Transmission Owner]

By: _____

Name: _____

Title: _____

Interconnection Customer

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

Project No. _____

APPENDICES TO GIA

Appendix A Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades

Appendix B Milestones

Appendix B-1 Pre-Certification Generation Test Notification Form

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

Appendix G Interconnection Requirements for Inverter-Based Resource Plants

Appendix H Interconnection Requirements for Provisional GIA

Appendix I Requirements Applicable to Surplus Interconnection Service

Appendix A to GIA

Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades

1. Description of Generating Facility

Interconnection Customer shall install a [_____] MVA facility, rated at [____] MW gross and [_____] MW net, with all studies performed at or below these outputs. The Generating Facility is composed of [__] units in a [*insert description – combined cycle, single coal-fired, wind farm, etc.*] rated at [_____] each. Describe the interconnection service provided under this agreement [*insert description – Network Resource or Energy Resource]* and level of service [ ] MW.

Interconnection Customer shall install a switchyard with the appropriate protection equipment coordinated per Appendix C to this GIA. The Switchyard shall contain [____] generator step-up transformer(s), [_____] circuit breakers connected in [_____] fashion [*describe or point to a single-line diagram*].

2. Description of LARS Associated Load

The LARS Associated Load for this LLGIA is described as follows:
MTEP ID:_____
LARS Associated Transmission Customer: _____
Transmission Service Granted in LARS Study:____ (in MW) ___
Location of Point of Withdrawal: ___
Service Commencement Date:____

[*describe and include a - diagram illustrating that the Point of Interconnection for the Generating Facility is in the same Local Resource Zone as the Point(s) of Withdrawal*

through which the LARS Associated Load will receive Transmission Service]

3. Interconnection Facilities

(a) Point of Interconnection. The Point of Interconnection shall be at the point where _____. See Exhibit A1___ Drawing No. _____ dated _____, which drawing is attached hereto and made a part hereof. If not located at the Point of Interconnection, the metering point(s) shall be located at

(b) Interconnection Facilities (including metering equipment) to be constructed by Interconnection Customer. Interconnection Customer shall construct _____ and are detailed in Exhibit A1____. These facilities are estimated to cost $_____ and are detailed in Exhibit A1____.

(c) Transmission Owner Interconnection Facilities (including metering equipment) to be constructed by Transmission Owner. Transmission Owner shall construct _____and are detailed in Exhibit A1___. These facilities are estimated to cost $_____ and are detailed in Exhibit A1___.

4. Network Upgrades

(a) Stand-Alone Network Upgrades to be installed by _____. Transmission Owner shall install _____, detailed in Exhibit A2___. These facilities are estimated to cost $_____ and are detailed in Exhibit A2___.

(b) Network Upgrades to be installed by Transmission Owner. Transmission Owner shall install _____, detailed in Exhibit A2___. These facilities are estimated to cost $_____ and are detailed in

Exhibit A2___.

(c) Shared Network Upgrade(s) to be funded by Interconnection Customer. Alternatively, where Transmission Provider determines that Interconnection Customer benefits from one or more prior Network Upgrades or Common Use Upgrades, those Network Upgrades and/or Common Use Upgrades will be classified by Transmission Provider as Shared Network Upgrades under this GIA, and Interconnection Customer is responsible for costs as detailed below. Interconnection Customer may later be eligible for refund and/or contribution if subsequent Interconnection Customers are identified as also benefitting from the Shared Network Upgrade(s). Interconnection Customer shall fund those Shared Network Upgrade(s) detailed in Exhibit A5. Interconnection Customer's cost share of the Share Network Upgrade(s) is estimated at $_____, as detailed in Exhibit A5. Interconnection Customer's cost share of the Shared Network Upgrade(s) may be reduced if later interconnection projects are determined to also benefit from the Shared Network Upgrade(s). Interconnection Customer's cost share of the Shared Network Upgrade(s) may also increase from this estimate where other projects are determined to adversely impact Interconnection Customer's cost share of the Shared Network Upgrade(s).i) If a Shared Network Upgrade is not yet in service as of the date of execution of this GIA, if applicable, Interconnection Customer shall post an Irrevocable Letter of Credit in the amount of its estimated proportionate share of the estimated cost of that Shared Network Upgrade in accordance with Article 11.6.4 as of the date set forth in Appendix B to this GIA.

5. System Protection Facilities

(a) System Protection Facilities not listed in Section 2 or 3 to be constructed by Interconnection Customer. Interconnection Customer shall construct _____ detailed in Exhibit A3___. These facilities are

estimated to cost $_____ and are detailed in Exhibit A3___.

(b) System Protection Facilities not listed in 2 or 3 to be constructed by Transmission Owner. Transmission Owner shall construct _____ and detailed in Exhibit A3___. These facilities are estimated to cost $_____ and are detailed in Exhibit A3___.

6. Distribution Upgrades

(a) Distribution Upgrades to be constructed by (Transmission/Distribution) Owner (select one for final version). (Transmission/Distribution) Owner shall construct _____ detailed in Exhibit A4___. These facilities are estimated to cost $_____ and are detailed in Exhibit A4___.

7. Contingency List [include higher queued Interconnection Requests with GIAs prior to this GIA and contingency Network Upgrades, System Protection Facilities or Distribution Upgrades of higher queued Interconnection Request with GIAs prior to this GIA pursuant to Article 11.3.1 that are subject to restudy in accordance with Article 11.3.2]

(a) Contingency List of MTEP Appendix B projects and contingent actions should Appendix B projects not proceed by listed date to Appendix A.

8. Affected System Upgrades List (include higher queued Interconnection Requests with GIAs prior to this GIA)

9. JTIQ Upgrades

[To be included in GIA if Interconnection Customer is responsible for a portion of a portfolio of JTIQ Upgrades] Interconnection Customer is subject to the JTIQ Generator

Charge in accordance with Attachment JJJ of the MISO Tariff and Appendix 18 of the Generator Interconnection Procedures.

Initial JTIQ Security amount:

A. Constructing MISO Transmission Owner

1. _____
2. _____
3. _____
4. _____

B. SPP:

Appendix B to GIA

Milestones

1. Selected Option pursuant to Article 5.1: Interconnection Customer selects the [_____] Option as described in Article 5.1.[ ], 5.1.[ ] and 5.1.[ ] shall not apply to this GIA.

2. Milestones: The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this GIA and the GIP.

A. Interconnection Customer Milestones

No.	**Description**	**Date**
1a.	Provide initial payment to Transmission Owner (GIA 11.5)	Within the later of a) 45 Calendar Days of the execution of the GIA by all Parties, or b) 45 Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) 45 Calendar Days of the filing if the GIA is filed unexecuted and the initial

		payment is not being protested by Interconnection Customer.
1b.	Provide security, *i.e.*, a guarantee, surety bond, letter of credit or other reasonably acceptable form of security to Transmission Owner (GIA 11.6).	45 Calendar Days prior to design, procurement and construction.
1c.	Enter into a Facilities Service Agreement ("FSA") as may be applicable, with Transmission Owner for the Network Upgrades associated with this GIA.	Within 90 Calendar Days of the Effective Date of the GIA and prior to in-service date of Network Upgrades associated with this GIA.
1d.	Enter into amendment of this GIA, if required, for Interconnection Requests that did not elect optional negotiation period adjustment for Interconnection Facilities Study pursuant to GIA Section 11.3.1.	Within 90 days of the posting of the final Interconnection Facilities report.
1e.	Enter into SPP JTIQ Service Agreement (if included in JTIQ Participation Group) pursuant to GIP Section 11.1.	Within 15 Calendar Days after tender.
1f.	Enter into any agreement required by an Affected System for the study, construction, or funding of a network upgrade to mitigate impacts (for Interconnection Requests processed through ERAS or LARS) pursuant to GIP Section 3.5.2 (ERAS) or 3.5.4 (LARS).	Within 15 Calendar Days after tender.
2.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; thereafter, within 90 Calendar Days of

		end of fiscal year or insurance renewal date.
3.	i) Provide to Transmission Provider evidence of continued Site Control after execution of this GIA (GIP 7.2.2). ii) Provide evidence of one or more of the following milestones being achieved: (1) execution of contract for (a) fuel supply or transport; (b) cooling water supply; (c) engineering procurement of major equipment or construction; (d) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an officer or authorized agent of Interconnection Customer attesting that the Generating Facility is included in an applicable state resource adequacy plan; or other information that Transmission Provider deems to be reasonable evidence that the Generating Facility will qualify as a designated network resource; or (2) documentation of application for state or local air, water, land, or federal nuclear or hydroelectric permits and that the application is proceeding per regulations (GIP 11.3).	When requested by Transmission Provider. Within 180 Calendar Days of Effective Date.
4.	Provide security in the amount of $_____ to Transmission Owner to commence design, equipment procurement and construction for Interconnection Facilities (GIA 5.5 and 5.6).	As may be agreed to by the Parties.

5.	Invoice Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	As may be agreed to by the Parties, but in no event later than 45 Calendar Days prior to the date the Interconnection Customer must make any construction payment.
6.	Pre-construction meeting.	As may be agreed to by the Parties.
7.	Provide initial design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	180 Calendar Days prior to initial synchronization date.
8.	Provide final design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	90 Calendar Days prior to initial synchronization date.
9.	Deliver to Transmission Owner and Transmission Provider "as-built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.3).	Within 120 Calendar Days of Commercial Operation Date.
10.	Provide Transmission Owner final cost invoices to construct Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within six (6) months of completion.
10a.	Transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner if Interconnection	As agreed to by the Parties but in no event later than the earlier of energization or

	Customer has exercised the Option to Build (GIA 5.2.9).	three days prior to the Initial Synchronization Date.
10b.	Refund overpayment, if any, of estimated costs to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within 30 Calendar Days after submitting invoice for final costs under Milestone 10.
11.	Notify Transmission Provider and Transmission Owner in writing of Local Balancing Authority where Generating Facility is located (GIA 9.2).	Three months prior to Initial Synchronization Date.
12.	Pre-energization meeting.	As may be agreed to by the Parties.
13.	Initial Synchronization Date.	As agreed to by the Parties.
14.	Commercial Operation Date.	As agreed to by the Parties.
15.	Interconnection Customer shall provide the Parties with notice on the status of the Generating Facility, including COD, under Article 15 of this GIA and shall also send such notice by email to ResourceIntegration@misoenergy.org. Notification shall include Interconnection Customer's name, and as applicable Market Participant(s) name(s), and project number.	6 months prior to Initial Synchronization Date.
16.	Interconnection Customer shall provide notice to the Parties of a test plan in advance of conducting tests for the Generating Facility. The notice shall be in the form below and should be provided under Article 15 of this GIA, and a copy of such notice should be emailed to ResourceIntegration@misoenergy.org.	5 Business Days prior to testing.

17.	In the event the Interconnection Customer makes any modifications to the design of the site layouts or interconnection facility routes after execution of this GIA, Interconnection Customer shall notify the Parties of such changes immediately upon identifying the need for such changes. After providing such notification, the Interconnection Customer shall provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or interconnection facility routes (GIP 7.2.2).	90 Calendar Days after Interconnection Customer provides notice to Parties.

B. Transmission Owner Milestones

No.	**Description**	**Date**
0.	Transmission Owner to enter Network Upgrade information into Transmission Provider's MTEP database and model on demand.	10 Business Days after Effective Date.
1.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; within 90 Calendar Days of end of fiscal year or insurance renewal date.
2.	• Commence design of Interconnection Facilities	As agreed to by the Parties

	(GIA 5.5 et seq.). • Commence equipment procurement.	(after completion of Interconnection Facilities Study, receipt of written authorization from Interconnection Customer and Interconnection Customer's deposit of security.
3.	Commence construction of Interconnection Facilities (GIA 5.6 et seq.).	As agreed to by the Parties (after receiving approval of Governmental Authority, receipt of written authorization and security from Interconnection Customer).
4.	Comment on Interconnection Customer's final design and specifications.	Within 30 Calendar Days of Interconnection Customer's submission of final design and specifications.
5.	Deliver to Interconnection Customer and Transmission Provider "as-built" drawings, information and documents regarding Transmission Owner's Interconnection Facilities (GIA 5.11).	Within 120 Calendar Days of Commercial Operation Date.
6.	Provide payment for invoiced estimated costs to construct for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Within 30 Calendar Days of receipt of Interconnection Customer's invoice for estimated costs.
6a.	Provide payment for invoiced final cost to construct Stand Alone Network Upgrades for which the	Within 30 Calendar Days of receipt of Interconnection

	Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Customer's invoice for final costs.
7.	Provide Interconnection Customer final cost invoices (GIA 12.2 *et seq.*).	Within (6) six months of completion.
8.	Refund overpayment of estimated costs (GIA 12.2).	90 Calendar Days prior to initial synchronization date. Refunds within 30 Calendar Days.
9.	In-Service Date/Backfeed Date.	As agreed to by the Parties.

C. Affected System Owner Milestones

Task	**Date Due**

Appendix B-1 to GIA

Pre-Certification Generation Test Notification Form

The following form would need to be submitted to MISO Real Time Operations at least five (5) Business Days prior to the first date of testing.

Project Number:

Project Name:

Point of Interconnection:

Dispatcher Contact Information:

Date	**Start Time (in EST)**	**End Time (in EST)**	**Expected MW Output**	**Expected MVAR Output (Only needed if beyond normal power factor)**

Appendix C to GIA

Interconnection Details

This Appendix C is a part of this GIA among Interconnection Customer, Transmission Owner and Transmission Provider.

1. Transmission Owner shall provide the following "as-built" drawings, information and documents regarding the Transmission Owner's Interconnection Facilities pursuant to Article 5.11 of this GIA.
2. The unique requirements of each generation interconnection will dictate the establishment of mutually agreeable Interconnection and/or Operating Guidelines that further define the requirements of this GIA. The Interconnection and/or Operating Guidelines applicable to this GIA consist of the following information. Additional detail may be provided through attachment to this Appendix C or through electronic means via the web address specified.
    (a) System Protection Facilities;
    (b) Communication requirements;
    (c) Metering requirements;
    (d) Grounding requirements;
    (e) Transmission Line and Substation Connection configurations;
    (f) Unit Stability requirements;
    (g) Equipment ratings;
    (h) Short Circuit requirements;
    (i) Synchronizing requirements;
    (j) Generation and Operation Control requirements;
    (k) Data provisions;
    (l) Energization inspection and testing requirements; and
    (m) Control equipment, if any.
3. Information required pursuant to Section 8.4 for Variable Energy Resource Generating Facilities: _____.

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Transmission or Distribution System equipment and operations, as applicable, and control hardware and software is essential to ensure day-to-day Transmission and Distribution System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission or Distribution System, as applicable, to comply with the recommendations provided by Governmental Authorities regarding Critical Energy Infrastructure Information ("CEII") as that term is defined in 18 C.F.R. Section 388.113(c) and best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of this GIA between Transmission Provider, Transmission Owner and Interconnection Customer.

[Date]

Midcontinent Independent System Operator, Inc.
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Re: _____ Generating Facility

Dear _____:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that **[Interconnection Customer]** commenced commercial operation of Unit No. ___ at the Generating Facility, effective as of **[Date plus one Calendar Day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

cc: Transmission Owner

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Phone: (317) 249-5700
Email: misotap@misoenergy.org or
MISOTransmissionAccessPlanning@misoenergy.org

Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Appendix G to GIA

Interconnection Requirements for Inverter-Based Resource Plants

Appendix G sets forth requirements and provisions specific to inverter-based resource (IBR) plants. Transmission Owner Local Planning Criteria for IBR performance may differ from Appendix G requirements. In such cases, Transmission Owner Local Planning Criteria shall supersede the Appendix G requirements and be documented in Appendix C of this GIA[1]. All other requirements of this GIA also apply to IBR plant interconnections. *IBR plants* shall meet both Applicable Reliability Standards and Appendix G requirements. Battery energy storage systems required to furnish grid-forming controls shall be exempt from specific IEEE 2800 requirements as outlined in the BPM for Generator Interconnection. Italicized terms indicate IEEE 2800-2022 defined terms[2]. IEEE 2800-2022's definitions will govern these italicized terms unless otherwise defined herein.

A. General

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 4 requirements, except for subclauses 4.1 (introduction), 4.5 (operational measurement and communication capability), 4.6 (control capability requirements), 4.8 (isolation devices), 4.9 (inadvertent energization of TS), 4.11 (interconnection integrity), and 4.12 (integration with TS grounding).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as Transmission Provider and Transmission Owner[3] specification options noted in IEEE 2800-2022.

- Subclause 4.2.1: The *reference point of applicability* (RPA) shall be at the *point of measurement* (POM) bus with the exception of requirements specified in

[1] IEEE 2800-2022 points to "weak grid" issues requiring exceptions to default values and ranges of available settings for various types of performance. IEEE 2800-2022 Annex C.2 contains discussion on characterizing weak grid areas.

[2] "IEEE Standard for Interconnection and Interoperability of Inverter-Based Resources (IBRs) Interconnecting with Associated Transmission Electric Power Systems," in IEEE Std 2800-2022 , vol., no., pp.1-180, 22 April 2022, doi: 10.1109/IEEESTD.2022.9762253.

[3] For the purpose of this GIA, the IEEE 2800 term of *TS operator* is synonymous with Transmission Owner and the IEEE 2800 term of *TS owner* is synonymous with Transmission Planner or Transmission Owner, as applicable.

Clauses 7.2.2.3.4 and 7.2.2.3.5 of the standard to have the RPA at the *point of connection* (POC).

- Subclause 4.3: The Transmission Owner shall specify the nominal voltage and frequency at the RPA in Appendix C of this GIA.
- Subclause 4.10.2: The *enter service* criteria shall use the default values for *applicable voltages* and *applicable frequency* specified in the table below unless otherwise specified in Appendix C of this GIA[4].

Enter service criteria	**Default setting**
Applicable voltage, minimum value	0.9 p.u.
Applicable voltage, maximum value	1.05 p.u.
Applicable frequency, minimum value	58.8 Hz
Applicable frequency, maximum value	60.12 Hz.

- Subclause 4.10.3: The performance during *enter service* shall use the default values specified below unless otherwise specified in Appendix C of this GIA.
  - The minimum intentional delay performance, as defined in Subclause 4.10.3, b), shall be 0 seconds.
  - The duration of the *enter service* period, as defined in Subclause 4.10.3, c), shall be 300 seconds.

B. <u>Response to Abnormal Conditions</u>

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 7 requirements, except for subclauses 7.2.1 (voltage protection) and 7.3.1 (mandatory frequency tripping). Where Applicable Reliability Standards require more stringent ride-through requirements compared to IEEE 2800-2022 Clause 7 requirements, those standards shall take precedence[5].

[4] MISO default values may be modified within the IEEE 2800 range of allowable settings by Transmission Owner Local Planning Criteria.

[5] More stringent ride-through requirements include, but are not limited to, expanded voltage and frequency

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points[6] noted in IEEE 2800-2022.

- Subclause 7.2.2.1: The Transmission Owner shall specify the nominal voltage for use by this clause. Nominal voltages may include nominal transmission system voltages that are different from standard ANSI C84.1-2016 voltages.
- Subclause 7.2.2.2: If the *IBR plant* cannot deliver both active and reactive power due to its current limit (or apparent power limit), when the *applicable voltage* is below 95%, then preference shall be given to reactive power while minimizing any reductions in active power.
- Subclause 7.2.2.3: The *IBR plant* shall give preference to reactive power unless otherwise specified in Appendix C of this GIA. In addition, the *IBR plant* shall minimize reductions in active power while carrying out the reactive current priority mode response.
- Subclause 7.2.2.3.4: The Interconnection Customer shall submit the *IBR plant* controls default relationship between the magnitude of incremental positive and negative sequence reactive currents. The Transmission Provider and Transmission Owner, through this agreement, may specify a required *IBR plant* response relationship between the incremental positive and negative sequence reactive currents.

C. Reactive Power

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 5 requirements.

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

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conditions or extended cumulative times under which *IBR plants* must ride-through.

[6] Decision points refer to language in the IEEE 2800-2022 standard that leaves default values, application of requirements, and other details open for the *TS Owner* or *TS Operator* to define.

- Subclause 5.1: The *IBR plant* shall have the reactive power capabilities outlined in this clause. Consistent with section 9.6.1 of this GIA, an *IBR plant* shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all Generating Facilities in the Local Balancing Authority on a comparable basis, measured at the high side of the generator substation.
- Subclause 5.2.2: The voltage control dynamic performance requirements in Table 5 shall apply when the system short-circuit strength at the RPA is equal to or above the minimum short-circuit strength identified by the Transmission Provider or Transmission Owner.
- Subclause 5.2.2: The *reaction time*, as defined in Subclause 5.2.2 Table 5, shall be 250 milliseconds or less.
- Subclause 5.2.2: The maximum *step response time*, as defined in Subclause 5.2.2 Table 5, shall be 30 seconds.
- Subclause 5.2.3: The power factor control mode shall appropriately operate at all active power levels from the Inverter Based Resource Continuous Rating ("ICR") down to, but not including, zero.

D. <u>Primary Frequency Response</u>

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 6 requirements, except for Subclause 6.2 (fast frequency response).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

- Subclause 6.1.1: The use of primary frequency response capabilities shall be required for all *IBR plants.*
- Subclause 6.1.1: Frequency droop shall be based on the difference between nameplate capacity and zero output such that the slopes of the droop curves are always constant.

- Subclause 6.1.2: The *settling band* default value in Table 8 shall be based on the maximum of 2.5% of change or 0.5% of nameplate capacity.

The exceptions to primary frequency response requirements provided to electric storage resources in Article 9.6.4.4 of this GIA shall still apply.

TABLE 1. SUMMARY OF ADOPTION TREATMENT OF IEEE 2800-2022 SUBCLAUSES

IEEE 2800-2022 Subclause	**Required by Appendix G for DPP-2022 and later**	**Required by Appendix G for DPP-2023 and later**	**Exception**
4.1 Introduction			**X**
4.2 Reference Point of Applicability	**X**		
4.3 Applicable Voltages and Frequencies	**X**		
4.4 Measurement Accuracy	**X**		
4.5 Operational Measurement and Communication Capability			**X**
4.6 Control Capability			**X**
4.7 Prioritization of IBR Responses	**X**		
4.8 Isolation Devices			**X**
4.9 Inadvertent Energization of TS			**X**
4.10 Enter Service	**X**		
4.11 Interconnection Integrity			**X**
4.12 Integration with TS grounding			**X**
5.1 Reactive Power Capability		**X**	
5.2 Voltage and Reactive Power Modes		**X**	
6.1 Primary Frequency Response		**X**	
6.2 Fast Frequency Response			**X**
7.1 Introduction	**X**		

7.2.1 Voltage protection			**X**
7.2.2.1 Voltage disturbance ride-through: General	**X**		
7.2.2.2 Voltage disturbances within continuous operation	**X**		
7.2.2.3 Low- and high-voltage ride-through	**X**		
7.2.2.4 Consecutive voltage deviations ride-through		**X**	
7.2.2.5 Dynamic voltage support	**X**		
7.2.2.6 Restore output after voltage ride-through	**X**		
7.2.3 Transient overvoltage	**X**		
7.3.1 Mandatory frequency tripping			**X**
7.3.2 Frequency disturbance ride-through	**X**		
7.4 Return to service	**X**		

E. Supervisory Control and Data Acquisition (SCADA) Capability

The *IBR plant* shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and Interconnection Customer shall determine what SCADA information is essential for the proposed *IBR plant*, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

F. Disturbance Monitoring and Reporting Requirements

IBR plants with generating capacities of more than 20 MW must monitor and record data for all frequency ride-through events, transient low-voltage disturbances that initiated reactive current injection, reactive current injection or momentary cessation for transient high-voltage disturbances, and inverter trips. Dynamic Disturbance Recording ("DDR") data must be recorded continuously. The data may be recorded and stored in a central plant control system.

The following data must be recorded:

Plant Level

(1) Plant three-phase voltage, current and power factor
(2) Status of ancillary reactive devices
(3) Status of all plant circuit breakers
(4) Status of plant controller
(5) Plant control set points
(6) Status of main plant transformer no load taps
(7) Status of main plant transformer tap changer (if applicable)
(8) Protective relay trips (relay target data)

Inverter Level Data

(1) Frequency, current, and voltage during frequency ride-through events
(2) Voltage and current during momentary cessation for transient high-voltage events (when used)
(3) Voltage and current during reactive current injection for transient low or high-voltage events
(4) Inverter alarm and fault codes
(5) DC current
(6) DC voltage

DDR Data – Plant Level

(1) One phase-to-neutral or positive sequence voltage on high-side of the main power transformer(s)
(2) Positive sequence current or phase current for the same phase as (1)
(3) Real and reactive power flows expressed on a three-phase basis corresponding to each main power transformer(s) where current measurements are required
(4) Frequency of any one of the voltages in (1)

The data must be time synchronized to a one millisecond level of resolution. All data except DDR data must be sampled at least every 10 milliseconds. DDR data must have an input sampling rate of at least 960 samples per second and an output recording rate of electrical

quantities of at least 60 times per second.

The *IBR plant* shall store this data for a minimum of 60 calendar days. The *IBR plant*, upon request from MISO or the transmission owner, shall make this data available within 10 calendar days of the request.

Phasor measurement unit ("PMU") capabilities shall be used to facilitate the DDR data.

G. Applicability

IBR plants that are, or have been, interconnected to the network at the effective date of the Appendix G abnormal voltage ride-through standard are exempt from meeting the Appendix G abnormal voltage ride-through standard for the remaining life of the existing generation equipment. Except for *IBR plants* actively undergoing a Generating Facility Replacement at the effective date of this GIA that have equipment on order where the OEM has documented performance that differs from what is required in this GIA, all individual IBR units that are replaced are required to meet the Appendix G performance requirements.

The IEEE 2800-2022 requirements cited in Section A (IEEE 2800-2022 Clause 4) and Section B (IEEE 2800-2022 Clause 7, except Subclause 7.2.2.4) of Appendix G shall apply to *IBR plants* in the DPP-2022-Cycle and beyond. For the DPP-2022-Cycle, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2025, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements shall not apply beyond the DPP-2022-Cycle.

The IEEE 2800-2022 requirements cited in Section B (IEEE 2800-2022 Subclause 7.2.2.4), Section C (IEEE 2800-2022 Clause 5), and Section D (IEEE 2800.2022 Clause 6) of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond. For the DPP-2023-Cycle, Generating Facilities Replacements, and Surplus Interconnections, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2026, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements

shall not apply beyond the DPP-2023-Cycle.

Interconnection Customers requesting exceptions shall submit documentation to the Transmission Provider outlining the specific IEEE 2800-2022 subclauses pertinent to the request along with information from the manufacturer regarding the nature of the issue conforming to or assessing conformance with requirements herein. The Transmission Provider will, in good faith, accept Original Equipment Manufacturer (OEM)-documented requirement exceptions and document these exceptions in Appendix C of this GIA.

If the performance or capability exception can be mitigated through equipment firmware upgrades still under development, the Interconnection Customer shall use commercially reasonable efforts to implement the firmware upgrade within sixty (60) calendar days of commercial availability of such firmware.

The DDR and PMU requirements in the Section F, Disturbance Monitoring and Reporting Requirements of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond.

Appendix H to GIA

Interconnection Requirements for Provisional GIA

Provisional Agreement

This GIA is being provided in accordance with Section 11.5 of the Transmission Provider's GIP, which provides among other things, that an Interconnection Customer may request that Transmission Provider provide Interconnection Customer with a Provisional Generator Interconnection Agreement that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Energy Resource Interconnection Service. Interconnection Customer requested Transmission Provider to provide a Provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies (by Interconnection Customer and by Transmission Provider).

A Provisional Interconnection Study, the results of which are posted on the confidential portion of the Transmission Provider's internet website, was performed by Transmission Provider in order to confirm the facilities that are required for provisional Interconnection Service and to require them to be in place prior to commencement of service under the GIA.

Interconnection Customer represents that the Interconnection Customer facilities (including Network Upgrades, Interconnection Facilities, Distribution Upgrades, System Protection Upgrades and/or Generator Upgrades) that are necessary to commence provisional Interconnection Service and meet the requirements of NERC, or any applicable regional entity for the interconnection of a new generator are in place prior to the commencement of generation from the Generating Facility and will remain in place during the term of the service. The requisite Interconnection Studies were performed for the Generating Facility. Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection System Impact Studies. Until such time as the applicable Interconnection Studies and any identified facilities are completed, the output of the Generating Facility will operate within the output limit prescribed in a future, if

applicable, operating guide.

The maximum permissible output of the Generating Facility under Appendix A will be updated by Transmission Provider on a quarterly basis, determined in accordance with Section 11.5 of the GIP, by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service ("ERIS"). This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability, as described in Attachment C of the Tariff, with dispatch and optimization algorithms posted on the MISO internet site and operation above those limits will be deemed as unauthorized use of the Transmission System and subject to provisions in the Tariff surrounding that use.

Use of interim operating guide

Implementation of interim operating guide, if applicable, will constitute an interim solution that will permit Interconnection Customer to operate the Generating Facility under conditional Interconnection Service until planned Network Upgrades are constructed. Any interim operating guide will be subject to the approval of Transmission Owner and Transmission Provider. Minimum requirements for an interim operating guide are as indicated below.

* Transmission Operator will have control of breaker(s) dedicated to the Generating Facility and will be able to trip the Interconnection Customer's Generating Facility
* Protection schemes must be tested and operative
* Interconnection Customer will provide continuous communication capability with the Generator Operator
* Interconnection Customer and the owner of the Existing Generating Facility will enter into an operating agreement or similar agreement which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider and Transmission Owner.
* A termination date consistent with completion of construction of Network Upgrades will be included as part of all operating guides accepted by Transmission Owner and Transmission

Provider.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and responsibilities for future Network Upgrade and cost responsibilities that have not yet been identified on the direct connect Transmission System as well as all affected Transmission, Distribution or Generation System(s) including non-Transmission Provider Systems. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the Interconnection Studies.

Appendix I to GIA

Requirements Applicable to Surplus Interconnection Service

Where this GIA provides for Surplus Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

1) The combined Real-Time Offers, including Energy and Operating Reserves, of the Generating Facility and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement must be less than or equal to Interconnection Service limit (MW, MVAR, MVA output) provided in Exhibit I-1 (Monitoring and Consent Agreement) (hereinafter, "Interconnection Service limit"). In the event that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility exceeds such Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

   In the event that the sum of the emergency and/or economic maximum offer limits of the Generating Facility and the Existing Generating Facility exceeds the Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

2) The total MW, MVAR, MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility with Surplus Interconnection Service and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement shall not at any time exceed the Interconnection Service limit.

3) The Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement is not relieved of any applicable requirements under the RAR of the Tariff.

4) The Interconnection Customer shall submit to the Transmission Provider a report by the seventh Calendar Day of each month showing the prior month's output, by 15 minute increment, the combined real-time offers and cleared energy injection. The Existing Generating Facility and the Interconnection Customer shall cooperate consistent with other provisions in the Tariff to the extent necessary to ensure accuracy of the report. Transmission Provider shall provide a template for this report.

Exhibit I-1 (Completed Monitoring and Consent Agreement - Appendix 11 of the GIP)

Exhibit I-2 (Completed Energy Displacement Agreement - Appendix 12 of the GIP)

ATTACHMENT FF

TRANSMISSION EXPANSION PLANNING PROTOCOL

I. Transmission Expansion Plan - Purpose and Scope, Definition and Role of OMS Committee:

This Attachment FF describes the process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan ("MTEP"), subject to review and approval by the Transmission Provider Board. The provisions of this Attachment FF are consistent with the applicable provisions of Appendix B of the ISO Agreement and this Tariff. For purposes of this Attachment FF, all references to Transmission Owner(s) will include ITC(s). The costs incurred by the Transmission Provider in the performance of data collection, analyses and review, and in the development of the MTEP report, costs incurred under Section I.C of this Attachment FF, and costs incurred under Section I.D of this Attachment FF shall be recovered from all Transmission Customers under Schedule 10 of the Tariff.

A. Enrollment Process: The MTEP is developed to facilitate the timely and orderly expansion of and/or modification to the Transmission System to maintain reliability, promote efficiency in bulk power markets and facilitate compliance with applicable Federal and state laws, regulatory mandates and regulatory obligations. Any transmission provider that wishes to enroll in the Transmission Provider planning process for purposes of Order No. 1000 compliance must become a Transmission Owner, by signing the ISO Agreement, and by, within a reasonable period of time: (1) turning over functional control of its transmission facilities to the Transmission Provider; and (2) taking service under this Tariff for all its load that is physically located within the geographic area comprising the Transmission System. All Transmission Owners enrolled in the Transmission Provider's transmission planning region are listed in either

(1) Attachment FF-4 of this Tariff, for Transmission Owners without a separately filed local planning process or (2) Attachment FF-5 of this Tariff, for Transmission Owners with a separately filed local planning process.

B. OMS Committee Input to MTEP Process: To the extent not otherwise specifically addressed in other portions of this Attachment FF, with respect to the MTEP process, the OMS Committee may provide input to the Transmission Provider planning staff and the System Planning Committee of the Transmission Provider Board, as appropriate, regarding the following:

1. At the start of a planning cycle, the OMS Committee may suggest to the Transmission Provider Board modifications to the Transmission Provider's planning principles and planning objectives for that planning cycle;
2. At the start of a planning cycle, the OMS Committee may suggest additional scope elements in the MTEP;
3. Modeling inputs or assumptions used in the development of the MTEP and related appropriate cost/benefit analyses with respect to certain projects that are not proposed strictly for reliability; and
4. Concerns about general or specific issues with the MTEP process as they arise during the planning year.

Furthermore, at the end of the MTEP development process, but before the MTEP is submitted to the Transmission Provider Board for its review, the OMS Committee may submit a reconsideration request to the Transmission Provider planning staff, which shall respond prior to submitting the final MTEP report to the Transmission Provider Board. This reconsideration

request can be made only with respect to Network Upgrades eligible to receive regional cost allocation under Attachment FF if such projects: (1) will be recommended to the Transmission Provider Board for MTEP Appendix A approval, but have not been considered through the complete MTEP process or (2) will have a change in project cost of twenty-five percent (25%) or greater between the final Subregional Planning Meeting in the current planning year and the project being submitted to the Transmission Provider Board for approval. The Transmission Provider shall consider such a reconsideration request only if it is endorsed by the OMS acting by a vote of sixty-six percent (66%) or more of the OMS members.

At the end of each MTEP cycle, the OMS Committee may submit its assessment of the MTEP process to the Planning Advisory Committee, Transmission Provider, and the System Planning Committee of the Transmission Provider Board. Upon receipt of any such assessment from the OMS Committee, the Transmission Provider planning staff shall provide an appropriate response in a reasonably timely manner.

The manner in which the OMS Committee shall provide its assessment shall be set forth in the Transmission Planning Business Practices Manual procedures. The general procedures adopted with respect to the OMS Committee input into the MTEP shall remain unchanged until June 1, 2015, unless otherwise mutually agreed to by the Transmission Provider and the OMS Committee. Changes to the Transmission Planning Business Practices Manual procedures which describe OMS Committee input into the MTEP process may not be adopted with less than sixty (60) days' notice to the OMS Committee unless the OMS Committee consents to such earlier adoption. At the end of the two year period the Transmission Provider, the OMS, and other stakeholders will assess the success of the input procedures and provide suggestions for

improvement.

C. Development of the MTEP: The Transmission Provider, working in collaboration with representatives of the Transmission Owners, OMS, and the Planning Advisory Committee, shall develop the MTEP, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop the MTEP for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The MTEP will give full consideration to the needs of all Market Participants, will include consideration of demand-side options, and will identify expansions or enhancements needed to i) support competition and efficiency in bulk power markets; ii) comply with Applicable Laws and Regulations; and iii) maintain reliability. Transmission expansions or enhancements may include any facilities that are eligible to be included in the Transmission System as provided for under this Tariff, including SATOA. Any SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction unless and until the Tariff includes provisions for storage facilities recovering cost-based revenues as transmission assets to also participate in these or other Market Activities. This analysis and planning process shall integrate into the development of the MTEP among other things:

(i) the Transmission Issues identified from Facilities Studies carried out in connection

with specific transmission service requests; (ii) Transmission Issues associated with generator interconnection service; (iii) the Transmission Issues, including proposed transmission projects, identified by the Transmission Owners in connection with their planning analyses in accordance with local planning process described in Section I.D.1.a to this Attachment FF and the coordination processes of Section I.D.1.b., or developed by Transmission Owners utilizing their own FERC-approved local transmission planning process described in Section I.D.2, as applicable, to provide reliable power supply to their connected load customers and to expand trading opportunities, better integrate the grid and alleviate congestion; (iv) the transmission planning obligations of a Transmission Owner, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the Transmission Owner following transfer of functional control of its transmission facilities to the Transmission Provider; (v) plans and analyses developed by the Transmission Provider to provide for a reliable Transmission System and to expand trading opportunities, better integrate the grid and alleviate congestion; (vi) the identification, evaluation, and analysis of expansions to enable the Transmission System to fully support the simultaneous feasibility of all Stage 1A ARRs; (vii) the inputs provided by the Planning Advisory Committee; (viii) the inputs, if any, provided by the state and local regulatory authorities having jurisdiction over any of the Transmission Owners; (ix) the inputs of the OMS Committee; and (x) the transmission needs driven by public policy requirements selected to be included as Transmission Issues pursuant to Section I.C.1.b.ii in accordance with Applicable Laws and Regulations.

1. Planning Cycle and Milestones: The ISO Agreement requires that a regional

transmission plan be developed biennially or more frequently. An MTEP planning cycle is established for each calendar year. The development of the MTEP for a planning cycle with a given calendar year designation begins on June 1 of the year prior to the MTEP calendar year designation and ends with the approval of the final MTEP report by the Transmission Provider Board. This approval typically occurs at the Transmission Provider Board Meeting in December of the MTEP designated year. For example, the development of the MTEP14 transmission plan will commence on June 1 of 2013 and typically end with approval in December 2014. The development of the MTEP will follow specified process steps that are detailed, including process diagrams, in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). The TPBPM shall be posted on the website of the Transmission Provider.

a. Planning Functions: The planning process includes the following functions which are described in detail in the TPBPM:

    i. Model Development;

    ii. Generator Interconnection Planning;

    iii. Transmission Service Planning;

    iv. Cyclical Regional Expansion Planning activities;

    v. Interregional coordination with neighboring transmission planning regions;

    vi. System Support Resource ("SSR") Studies for unit de-commissioning;

    vii. Transmission-to-Transmission Interconnections;

viii. Load Interconnections; and

ix. Focus Studies. These are studies initiated during the cyclical baseline planning process that cannot be delayed until the next planning cycle (for example, NERC/FERC directives, or near-term critical operational issues).

Each of these planning functions may develop system expansions that are taken into consideration in developing the entirety of the MTEP.

b. Planning Cycle: The regional planning process is performed through a continuous series of planning cycles, with each cycle typically addressing Transmission Issues through a rolling planning horizon. Each cycle commences with regional model development, identification of potential expansions from the local planning processes of the Transmission Owners, identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues, and identification by stakeholders or the Transmission Provider of potential expansions that address the Transmission Issues. Each cycle concludes with recommendations to the Transmission Provider Board of recommended solutions to the Transmission Issues evaluated. Transmission Owner plans developed through local planning processes described in Section I.D.1.a are included in the beginning of each regional planning cycle as potential alternatives to local Transmission Issues identified by the Transmission Owners.

i. Key Planning Cycle Milestones: The regional planning process evaluates, with stakeholder input throughout the cycle, the local plans of the Transmission Owners, as one input to the development of the regional plan. Key milestones in the typical MTEP development process are listed below and requirements and timelines for data submittal, review, and comment at each of these milestone points are described in the TPBPM:

(a) Model development;

(b) Identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues;

(c) Testing models against applicable planning criteria;

(d) Development of possible solutions to identified Transmission Issues;

(e) Selection of preferred solution;

(f) Determination of funding and cost responsibility; and

(g) Monitoring progress on solution implementation.

ii. Transmission needs driven by public policy requirements: The process for selecting transmission needs driven by public policy requirements, out of the larger set of transmission needs driven by public policy requirements that stakeholders may propose, to be included in the Transmission Issue(s) for which transmission solutions will be evaluated shall be as follows:

a. At the beginning of the MTEP cycle, stakeholders submit to the Transmission Provider, proposals to consider transmission needs

driven by public policy requirements, as part of the Transmission Issues they may raise, in accordance with Section I.C.2.b, through Sub-Regional Planning Meetings, the Planning Subcommittee and/or the Planning Advisory Committee. The Transmission Provider may also identify transmission needs driven by public policy requirements to be evaluated.

b. The Transmission Provider will then consolidate all such identified transmission needs driven by public policy requirements that it receives into a list that will be distributed to stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee and to other stakeholder forums as the Transmission Provider deems necessary.

c. Transmission needs driven by public policy requirements will be discussed in the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee in accordance with Section I.C.2.b.

d. The Transmission Provider will assess such identified transmission needs driven by public policy requirements that it receives, considering the feedback received from stakeholders and the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee, and select the public policy requirements that will be further studied in the MTEP process.

This selection will be based on:

1. the effective dates, nature and magnitude of the public policy requirements in the Applicable Laws and Regulations;
2. the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs;
3. the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements;
4. the relative significance of other Transmission Issues that have been raised for consideration; and
5. other appropriate factors that can aid the prioritization of Transmission Issues to be considered by the regional transmission planning process.

iii. The Transmission Provider shall address each of these milestones throughout the planning cycle through Sub-regional Planning Meetings, Planning Subcommittee and Planning Advisory Committee meetings.

2. Stakeholders Input in Planning Process: The Transmission Provider shall facilitate discussions with its Transmission Customers, Transmission Owners, OMS Committee, and other stakeholders about the Transmission Issues and solutions involving both transferred and non-transferred facilities, as described in Section I.D.1 of this Attachment FF.

These discussions will take place at Sub-regional Planning Meetings and at regularly scheduled meetings of the Transmission Provider's Planning Subcommittee, at locations provided by the Transmission Provider and with communication capabilities for those participants unable to have in person representation at these meetings. Once the MTEP report for a specific planning cycle has been completed but prior to recommendation to the Transmission Provider Board for approval, the Transmission Provider shall seek feedback on the proposed MTEP, including Network Upgrades recommended for approval, from the Transmission Provider's stakeholders and the OMS Committee.

a. Planning Advisory Committee ("PAC"): The Planning Advisory Committee is a standing committee reporting to the Transmission Provider's Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. The PAC is responsible for addressing planning policy issues of importance to stakeholders and within the responsibilities of the Transmission Provider. The PAC charter is maintained on the Transmission Provider's website.

b. Planning Subcommittee ("PS"): The Planning Subcommittee is a standing stakeholder-chaired subcommittee of the Planning Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. Planning Subcommittee membership is open to interested parties,

including, but not limited to: transmission delivery service and interconnection service customers, marketers, developers, Transmission Owners, state and local regulatory authorities, federal regulatory staff, other Market Participants, and all interested parties. The charter for the committee is developed by stakeholders and is maintained on the Transmission Provider's website. The Transmission Provider will seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to the beginning of each new planning cycle. Guidance will include the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies. The Transmission Provider will also seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to implementing changes or revisions to the scope, models, and assumptions during the planning cycle. The Planning Subcommittee and/or the Planning Advisory Committee may form working groups at the discretion of stakeholders to perform specific tasks supporting the planning processes, such as model development and detail review of study results and draft plan reports.

c. Sub-regional Planning Meetings ("SPMs"): The Transmission Provider shall utilize SPMs to provide opportunity for Transmission Owners, state and local regulatory authorities, and other stakeholders to provide input to the

planning process, and to carry out the tasks of coordinating transmission plans among the Transmission Owners and proposals to address the Transmission Issues identified in the scope of transmission planning studies. Input and planned coordination may occur through the use of existing sub-regional planning groups ("SPGs") where they exist, or through the establishment of new sub-regional meeting forums. One or more SPMs will be used or established for each of the four regional Planning Sub-regions of the Transmission Provider. Planning Sub-regions shall be defined based upon the Transmission Provider Planning Sub-regions: West, Central, South, and East as defined in Attachment FF-3.

i) SPM Participants: Participants at an SPM will consist of representatives of the Transmission Owners operating within the associated Planning Sub-region that integrate their local planning processes with the regional process, representatives from state and local regulatory authorities, and any other parties interested in or impacted by the planning process. For those Transmission Owners engaged in local planning under their own FERC approved local planning processes, such Transmission Owners shall participate in the SPM in order to coordinate their planning activities.

Neighboring transmission-owning utilities and regulatory participants are eligible and encouraged to participate in the SPM to promote joint planning between the Transmission Provider and neighboring transmission systems.

ii) SPM Guidelines. The Sub-regional Planning Meeting participants shall:

(a) Make recommendations for a coordinated sub-regional Plan, after considering sub-regional and regional needs and alternatives, for the ensuing ten years, for all transmission facilities in the sub-region;

(b) Review and comment on proposed Transmission Owners plans identified in local planning processes described in Section I.D.1.a. of this Attachment FF, for additions and modifications to the sub-regional transmission system, as potential solutions to identify Transmission Issues and review the transmission plans developed by those Transmission Owners that have their own FERC-approved local planning process (described in Section I.D.2) to ensure coordination of the projects set forth in such plans with the potential regional planning solutions developed in the SPM process consistent with the requirements of Appendix B of the Transmission Owners' Agreement;

(c) Form technical study task forces as required to carry out the sub-regional planning responsibilities;

(d) Encourage non-Transmission Provider member participation to improve understanding by the SPM participants, the Planning Subcommittee, and the Transmission Provider staff of

facility changes outside the Transmission Provider Region to ensure the impact of such changes are considered in the planning studies;

(e) Promote other stakeholder (i.e., environmental agencies, and load and generation developers) involvement in development of the sub-regional plans.

(f) Recommend to the Planning Subcommittee proposed sub-regional plans to be included in the MTEP. In addition, the transmission projects developed by any Transmission Owner or Owners utilizing the provisions of their own FERC-approved local planning process shall be submitted for inclusion in the regional MTEP after being evaluated by the Transmission Provider in the regional evaluation of SPMs in accordance with Appendix B of the Transmission Owners' Agreement in determining the Transmission Provider's recommendation for inclusion in the MTEP.

(g) Reflect, as desired, minority opinions to the Transmission Provider or the Planning Subcommittee.

(h) SPM Frequency, Location and Agenda: SPMs should meet at least two times per year or as otherwise provided for in the TPBPM, to provide input in the planning process, review plans and recommend changes, if any, needed to address stakeholder needs and to coordinate proposed plans.

Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF.

3. Meeting Notifications: Notice shall be provided by way of email distribution lists by the Transmission Provider of all SPMs, Planning Subcommittee, and Planning Advisory Committee meetings. These email distribution lists are established and maintained by the Transmission Provider and it is the responsibility of stakeholders to have registered as described on the Transmission Provider website. Meeting dates, times, locations, and materials will also be posted on the meeting calendar page of the Transmission Provider's website. Meeting notification guidelines are set forth in the stakeholder developed Stakeholder Governance Guidelines.

4. Other Meeting Schedules: Planning Subcommittee meetings are regularly scheduled meetings that occur no less than bimonthly. Annual meeting schedules and objectives are developed at the December meeting each year for the subsequent year. Planning Advisory Committee meetings are scheduled as per the PAC Charter.

5. Planning Criteria: The Transmission Provider shall evaluate the system to address Transmission Issues in a manner consistent with the ISO Agreement and this Attachment FF. Projects included in the MTEP may be based upon any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability or economic planning criteria of the Transmission Owner, or required by State or local authorities, any economic or other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. Transmission Owners are required to annually provide updated copies of

local planning criteria for posting on the Transmission Provider's website.

The Transmission Provider will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the local or regional transmission planning process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

6. Planning Analysis Methods: Planning analyses performed by the Transmission Provider will test the Transmission System under a wide variety of conditions as described in Section II and using standard industry applications to model steady state power flow, angular and voltage stability, short-circuit, and economic parameters, as determined appropriate by the Transmission Provider to be compliant with applicable criteria and this Tariff.

7. Planning Models: The Transmission Provider shall collaborate with Transmission Owners, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected Load growth of existing Network Customers and other transmission service and interconnection commitments. The models shall include: (1) any transmission projects identified in Service Agreements or Interconnection Agreements that are entered into in association with requests for transmission delivery service or interconnection service, as determined in Facilities Studies associated with such requests, and (2) MHVDC Transmission Lines with executed Transmission Connection Agreements. Load forecasts applied to models will consider the forecast Load of Network Customers reported to the Transmission

Provider in accordance with the requirements of Module B and RAR of this Tariff, and the Business Practices Manuals of the Transmission Provider. Models will be posted on a secure application maintained by the Transmission Provider and accessible to stakeholders with security measures as provided for in the TPBPM. The Transmission Provider will provide an opportunity for stakeholders to review and comment on the posted models before commencing planning studies.

The schedules for such reviews are maintained in the TPBPM. Stakeholders shall be afforded opportunities to provide input on Load projections from Tariff reporting requirements or from Transmission Owner forecasts. After the base line forecast and model are established, the Transmission Provider and/or Transmission Owners may adjust the forecast as necessary on an ad hoc basis throughout the planning year to address customer requests for new Load interconnections arising from on-going dialogue with existing and prospective customers.

8. Planning Assumptions: Each MTEP report shall list in detail the planning assumptions upon which the analyses are based. In general, planning analyses will be based on the following:

a. Planning Horizons: The MTEP will identify Transmission Issues for a minimum planning horizon of five years and a maximum planning horizon of twenty years.

b. Load: Load demand will generally be modeled by the Transmission Provider as the most probable (“50/50”) coincident Load projection for each Transmission Owner’s service territory, for the season under study. Specific

studies may model alternative Load probabilities or peak Load for areas within a Transmission Owner's service territory as dictated by operational and planning experience and/or local planning criteria, but in any case shall be treated consistently in the planning for native Load and transmission access requests.

c. Generation: Planning models of five years or longer will model generation, taking into consideration applicable planning reserve requirements, that are: (i) existing and expected to be in existence in the planning horizon; (ii) not existing but with executed interconnection agreements; (iii) associated with MHVDC Transmission Lines with executed Transmission Connection Agreements, and (iv) additional generation as determined with stakeholder input, as necessary to adequately and efficiently meet demand forecasted through the planning horizon and to facilitate compliance with statutory or regulatory mandates. The Transmission Provider shall apply a scenario analysis to determine alternative future generation portfolio possibilities.

Generation portfolio development for planning model purposes will be developed with input from the Planning Advisory Committee and its subcommittees, working groups, and task forces. Point-To-Point Transmission Service and Network Integration Transmission Service customers will have an opportunity to guide new generation portfolio development that is reflective of customer future resource plans.

d. Demand Response Resources: Planning solutions will be based upon the best available information regarding the expected amount and location of Load

that can be effectively and efficiently reduced by demand response or energy efficiency programs, as well as the amount of behind-the-meter generation that can reliably be expected to produce Energy that could impact planning solutions. The Transmission Provider shall perform and report on sensitivity analyses that indicate the effectiveness of potential demand response as alternative planning solutions, to the extent that appropriate methodology for such analyses is developed with stakeholders and documented in the TPBPM.

e. Topology: Each planning study will use the best known topology based upon the most recently approved MTEP. Planning studies will include all projects approved by the Transmission Provider Board, and shall identify, as appropriate, and as detailed in the TPBPM, any system needs already identified in the most recent approved MTEP.

9. Evaluation of Alternatives: When the planning analyses, based on the foregoing principles, identifies Transmission Issues, the Transmission Provider will consider the inputs from stakeholders derived from the SPM processes, the inputs from the Planning Subcommittee and the Planning Advisory Committee, the plans of any Transmission Owner with its own FERC-approved local planning process, and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the MTEP and recommended to the Transmission Provider Board for implementation.

10. Facility Design: Facility design and system configuration (such as conductor sizes, transformer design, bus configuration, protection schemes) are selected by the

Transmission Owner, and must be consistently applied by the Transmission Owner for comparable system service conditions. Comparable application of system design does not preclude the consideration or selection of advanced or alternative transmission technology. For Competitive Transmission Facilities associated with Competitive Transmission Projects, the Transmission Provider may provide limitations or requirements regarding facility design when necessary due to a planning driver or to ensure compatibility with existing transmission facilities to which the Competitive Transmission Facilities will interconnect as further described in Section VIII.C.2.c of this Attachment FF.

11. Status of Recommended Facilities: The status of all project facilities recommended for implementation in the MTEP shall be reported to the Transmission Provider on a quarterly basis and upon solicitation from the Transmission Provider. Each Selected Developer and Transmission Owner is required to provide such status updates regarding the facilities for which it is responsible to construct to the Transmission Provider as further specified in this Section I.C.11 of Attachment FF of the Tariff and the Business Practices Manuals.

The Transmission Provider shall report on such status to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board. The Transmission Provider shall also publicly post such status in a form consistent with the Business Practices Manuals to the Transmission Provider's website on a quarterly basis, redacting any CEII and/or confidential information as necessary.

(a) *Status of Eligible Project facilities approved after December 1, 2015:*

Each Selected Developer and incumbent Transmission Owner shall provide quarterly status reports to the Transmission Provider regarding the facilities included in an Eligible Project approved after December 1st, 2015 for which it is responsible to construct until the quarter after all such facilities have been placed into service and transferred to the Transmission Provider's functional control, or the facilities and/or Eligible Project are otherwise reassigned, canceled, or terminated.

Quarterly status reports shall conform to the format set forth in the Business Practices Manuals and include, at a minimum, the following: (i) project schedule, including each facility's estimated in-service date and any material changes therein; (ii) estimated project costs, including the estimated cost to complete each facility, any material changes therein as compared to the applicable Baseline Cost Estimate as set forth in Section IX.C.1.1, the total project expenditures to date, and the total project expenditures to date expressed as a percentage of the Baseline Cost Estimate, as set forth in Section IX.C.1.1; (iii) facility development status (i.e. under construction, in service, completed, or withdrawn); (iv) status of obtaining necessary regulatory and or environmental permits, certificates, or approvals, including meeting necessary licensing requirements; (v) status of land and right-of-way acquisition; (vi) status of design and engineering; (vii) status of any necessary interconnection agreements; (viii) an explanation of the causes of, or reasons for, any material changes to or deviations from the MTEP in-service date, Baseline Cost-Estimate as set forth in Section IX.C.1.1, and information provided in the last quarterly status report; and (ix) an assessment of the impact of any material changes on the project, including the continued ability to meet the

MTEP in-service date.

Within one hundred eighty (180) Calendar Days after the date the Selected Developer or Transmission Owner have placed all of the facilities included in a Eligible Project for which it is responsible to construct into service, including the transfer of functional control to the Transmission Provider, unless the Transmission Provider and Selected Developer or Transmission Owner agree on a different date, shall provide the Transmission Provider with the following:

1. the final costs to construct the facilities;

2. copies of the final "as-built" drawings and specifications of the facilities;

3. copies of any inspection reports performed on the facilities; and

4. geo-spatial information specific to the facilities (i.e. GIS compatible maps, GPS coordinates, etc.)

(b) *Additional status requirements for Competitive Transmission Facilities:*

In addition to the requirements specified above in Section I.C.11.a of Attachment FF, each Selected Developer shall also include in its status reports the following: (i) status of any necessary project financing; (ii) the percentage (%) of the total project expenditures to date as compared to the total projected project cost schedule provided in the Selected Proposal; (iii) whether any rate filings associated with the Competitive Transmission Facilities were made during the previous quarter or expected to be made in the upcoming quarter; (iv) any changes in the continuing ability to meet the obligations of the Selected Developer Agreement according to the schedules and milestones agreed to therein, including any binding cost-containment measures that were included in the

Selected Proposal; (v) an explanation of the causes of, or reasons for, any changes from the specifications included in the Selected Proposal; and (vi) an assessment of the impact of any such changes on the Competitive Transmission Facilities included in the Competitive Transmission Project.

(c) *Status of all other facilities recommended for implementation in the MTEP:*

The requirements and obligations set forth in this section I.C.11.c of Attachment FF, shall be applicable to all facilities recommended for implementation in the MTEP except for those facilities that are included in an Eligible Project approved by the Transmission Provider Board after December 1, 2015.

Each incumbent Transmission Owner shall provide status reports to the Transmission Provider regarding the facilities that are included in projects other than those specified in Attachment FF §I.C.11.a for which it is responsible to construct, until the quarter after such facilities have been placed into service and transferred to the Transmission Provider's functional control. Status reports shall conform to the format set forth in the Business Practices Manuals and at a minimum, include the following: (i) material changes to the schedule and to the estimated project cost; (ii) an explanation of the causes of, or reasons for, any such changes; and (iii) changes in project status (i.e., under construction, in service, completed, or withdrawn). The Transmission Provider shall report such progress to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board.

12. Treatment of Critical Energy Infrastructure Information ("CEII") and Confidential Data: The Transmission Provider shall utilize appropriate Non-Disclosure and

Confidentiality Agreements ("NDA") to address sharing of Confidential Information and CEII transmission planning information. The secured sites containing such information will require such agreements to be executed in order to obtain access to those applications. Stakeholder meetings at which CEII may be available shall be noticed to email distribution lists and shall require execution of NDAs prior to participation in such meetings. In the alternative, such meetings will be structured to have separate discussion of issues involving CEII data only with participants that agree to execute the NDA. Confidential information related to economic (e.g., congestion) studies, as well as CEII, is clearly sensitive information which must remain confidential. The Transmission Provider shall use generic, publicly available, cost information from industry sources in the economic studies to prevent the accidental release of confidential information. This approach will promote an open planning process because the results of economic studies are available to all interested parties.

Entities that are members of any stakeholder sector of the Advisory Committee shall, upon request and subject to execution of the appropriate NDA(s), be provided with access to the data used by the Transmission Provider to develop the MISO Transmission Expansion Plan designated as Confidential Information and/or CEII. Access, which shall be described in the Transmission Planning Business Practices Manual, shall be subject to: (1) the prior execution of all appropriate NDAs required by the Transmission Provider to protect Confidential Information as well as CEII by persons authorized by the sector member to receive transmission planning information on the sector member's behalf and (2) any provisions of this Tariff or the applicable Business Practice Manuals that govern

access to or use of the type of information for which access is sought. The provisions of this Section I.C.12 are not exclusive and do not diminish the right of any stakeholder to access Confidential Information or CEII under any other authorizing provision of the Tariff, Business Practices Manuals, or FERC order.

13. Resolution of Stakeholder Input: The Transmission Provider shall solicit input and comments from all stakeholders, including Transmission Owners, during and after stakeholder planning meetings, and will use reasonable efforts to reply to comments that the Transmission Provider does not elect to implement, together with reasons for such actions. The Transmission Provider shall develop a process for the documentation and resolution of stakeholder issues raised in the planning process, including but not limited to issues related to planning criteria.

14. Dispute resolution: Consistent with Attachment HH of this Tariff, the Transmission Provider shall resolve disputes concerning MTEP issues. The first step will be for designated representatives of the affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties. If that step is unsuccessful, each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute. If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the

Commission during the negotiation or mediation steps.

If a matter remains unresolved, the affected parties may pursue arbitration.

D. Project Coordination: In the course of the MTEP process, the Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead-time constraints. The Transmission Provider shall coordinate with Transmission Owners, and shall consider the input from the SPMs, Planning Subcommittee, and Planning Advisory Committee to develop expansion plans to meet the needs of the system. This multi-party collaborative process will allow for all projects with regional and inter-regional impact to be analyzed for their combined effects on the Transmission System. Moreover, this collaborative process is designed to ensure that the MTEP address Transmission Issues within the applicable planning horizon in the most efficient and cost effective manner, while giving consideration to the inputs from all stakeholders. In addition to the requirements of this Attachment FF, there may be state or local procedural requirements applicable to the planning or siting of transmission facilities by the Transmission Owners. A current list of those requirements can be found on the Transmission Provider's website.

1. Transmission Owners Electing to Integrate their Local Planning Processes into the Transmission Provider's Processes: Some Transmission Owners have agreed to integrate internal planning process with the Transmission Provider's open and coordinated planning processes for all of their transmission facilities to comply with Order 890 Planning Principles instead of filing a separate Attachment K. Through this election, the local planning for all transmission facilities of these Transmission Owners, regardless of

whether the facilities are ultimately transferred to the functional control of the Transmission Provider, shall be integrated with and included in the regional planning processes of the Transmission Provider. These regional planning processes, as provided for in this Attachment FF and in additional detail in the TPBPM, ensure that the planning decisions for all such facilities are made in an open and transparent environment. This planning environment provides opportunity for input from, and review by, stakeholders of the Open Access Transmission Tariff services throughout the planning process, and is in accordance with the Planning Principles of the Order 890 Final Rule. The open and transparent planning provisions of this Attachment FF shall not preclude interaction between stakeholders and Transmission Owners prior to the submittal of proposed projects to the regional planning process.

Transmission Owners integrating local planning processes into the regional planning processes are listed in Attachment FF-4. Such Transmission Owners shall be responsible for providing the Transmission Provider with sufficient information regarding all planning activities to enable the Transmission Provider to adequately review and incorporate all of the Transmission Owner's transmission facilities into the regional planning process of the Transmission Provider, as described in Sections I.D.1.a. and I.D.1.b. of this Attachment FF.

The foregoing Transmission Owners will utilize the planning stakeholder forums of the Transmission Provider to demonstrate the need for, identify the alternatives to, and report the status of non-transferred transmission facilities using the same open, transparent and coordinated planning process provided by the Transmission Provider for

transferred facilities as described in this Attachment FF.

a. Local Planning Processes of Transmission Owners: In accordance with the ISO Agreement, each Transmission Owner engages in local system planning in order to carry out its responsibility for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, the Transmission Owners may, as appropriate, develop and propose plans involving modifications to any of the Transmission Owner's transmission facilities which are part of the Transmission System. The Transmission Owners shall include the following specific local planning steps in order to develop plans for potential inclusion in the regional plan, in accordance with the annual regional planning process as described in Section I.D.1.b. of this Attachment FF, and in accordance with the regional planning principles of Section I.C of this Attachment. In addition to the local planning steps below, Transmission Owners shall adhere to any applicable state or local regulatory planning processes.

i. Define local study area and study horizon;

ii. Develop appropriate power system models;

a) Utilize existing NERC or Transmission Provider cases to model external systems;

b) Insert detailed model of Transmission Owner system if required;

c) Insert updated detailed models of neighboring system models if required; and

d) Verify model topology and generation.

iii. Update loads (spatial and magnitude) in study area;

a) Review historical MW and MVAR data to develop growth trends;

b) Obtain Load forecasts from customers in study area; and

c) Obtain input from local distribution planners in the study area.

iv. Perform contingency analysis using applicable Transmission Owner planning criteria;

v. Identify any violations to planning criteria for each of study period;

vi. Develop alternative solutions to the criteria violations and test against the planning criteria;

a) Obtain cost estimates for each alternative and perform economic analyses; and

b) Determine non-cost attributes of each alternative such as operating flexibility, robustness, among others.

vii. Select alternative based on cost and non-cost attributes;

viii. Submit proposed solution and list of alternatives and assumptions to the Transmission Provider;

ix. Participate in stakeholder evaluations and discussions as a part of annual regional plan development process;

x. Perform additional analysis as required based on feedback from stakeholder groups (SPM/PS) in the regional planning process;

xi. Submit results of additional analysis (if performed) to the Transmission

Provider for further discussion with stakeholders (SPM/PS);

xii. Consider regional planning process results, including stakeholder feedback on needs, proposed solutions, and alternatives, in determining whether or not to proceed with implementation of Transmission Owner proposed expansions; and

xiii. Post the planning criteria and assumptions, and power flow models used in development of each Transmission Owner's current local planning proposal in accordance with Section I.D.1.b below. To the extent that the Transmission Owner uses the MISO MTEP models in developing its list of newly proposed projects, the Transmission Owner shall indicate as per Section I.D.1.b. below, the associated MTEP model used.

The Transmission Provider will maintain a link to applicable MTEP models on its website together with instructions for accessing such models consistent with CEII criteria and suitable non-disclosure agreements. In the event that the Transmission Owner applies its own power flow models in developing its proposed local plans, the Transmission Owner shall provide such models to the Transmission Provider for posting, or shall provide to the Transmission Provider a link to the location of such Transmission Owner model(s) and to instructions for accessing such models consistent with the Transmission Owner's CEII and non-disclosure requirements. Transmission Provider shall post on its website links to such postings on Transmission Owner's website.

b. Integration of Local Planning Processes of Transmission Owners: Transmission Owners listed on Attachment FF-4 as integrating local planning processes

with those of the Transmission Provider, shall integrate proposals for transmission expansions into the regional planning process as follows. Each Transmission Owner shall submit its proposals for transmission plans to the Transmission Provider prior to the start of each regional planning cycle. Each Transmission Owner's local plan, which consists of a list of proposed projects, shall be made available on the Transmission Provider's website for review by the PAC, the PS, and the SPM participants, subject to CEII and the confidentiality provisions in this Attachment FF. Such local plans shall be posted by September 15 each year in order to provide time for written comments by stakeholders. In addition to the list of proposed projects, each Transmission Owner submitting newly proposed projects by September 15 in any MTEP annual cycle shall provide to the Transmission Provider by June 1 of the same year identification of any MISO base power flow model used by the Transmission Owner in support of the identification of the list of proposed projects to be subsequently posted in September, or in the event that the Transmission Owner uses a non-MISO base power flow model in support of the identification of the list of proposed projects the Transmission Owner shall provide to the Transmission Provider such base power flow model or a link to the power flow model and assumptions used.

Each Transmission Owner's local planning model and associated assumptions shall be accessible on or through a link on the Transmission Provider's website for review, subject to CEII and the confidentiality provisions in this Attachment FF and consistent with section I.D.1.a. In the event that the Transmission Owner uses a non-MISO base power flow model, the Transmission Owner shall provide for posting updates

if there are significant changes in the model by July 15, August 15, and September 15 of each year. Comments by stakeholders on the local planning models and assumptions that are provided to the Transmission Provider SPM Planning Contact by July 1, or August 1 or September 1 with respect to updates, shall be forwarded to the applicable Transmission Owner by July 8, August 8, or September 8, respectively. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process.

Each Transmission Owner shall also provide to the Transmission Provider by June 1 of each year any updates to the posted transmission planning criteria, or a notification that the posted documents have not changed. In the event a Transmission Owner has additional significant updates to the posted transmission planning criteria, the Transmission Owner shall provide such updates for posting by July 15, August 15, and September 15 of each year.

The Transmission Provider shall post on its website the lists of newly proposed projects, criteria and assumptions, and supporting base power flow models or links to supporting base power flow models, as provided by the Transmission Owners. Initial comments by stakeholders to the proposed projects should be provided to the Transmission Provider SPM Planning Contact 45 days after the posting of local plans otherwise comments may be made pursuant to Section I.C.2.c.ii. The Transmission Provider SPM Planning Contact shall be identified on the Transmission Provider's web site page devoted to Expansion Planning. The Transmission Provider shall provide to the applicable Transmission Owner within five working days of receipt, a copy of all stakeholder comments received within 45 days of the posted information regarding

Transmission Owner planning criteria and assumptions, models applied, and list of proposed projects. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process. Each Transmission Owner must participate in SPMs in the respective Planning sub-region as indicated in the Transmission Providers meeting schedule. Such SPMs shall provide input to and review of the results of the needs assessments and adequacy of plans proposed by the Transmission Owners, or by stakeholders to the planning process, or by the Transmission Provider, to best meet the needs of the sub-region.

Transmission Owners identified in Attachment FF-4, must submit to the Transmission Provider, on an annual basis and at a time to be determined by the Transmission Provider, which shall be prior to the beginning of each regional planning cycle, all proposed transmission plans for both transferred and non-transferred transmission facilities. The submitted projects of such Transmission Owners shall be considered potential alternatives to system needs identified, and as such must be submitted when initially identified as a potential system solution, in order to permit the evaluation of such projects along with other potential alternatives that may be proposed by stakeholders or the Transmission Provider, in the SPM processes. Such alternatives may include transmission, generation, and demand-side resources. The Transmission Provider will review and evaluate such alternatives on a comparable basis and select the most appropriate solution. Comparability includes the ability of the Transmission Provider to obtain contractual assurances that the selected solution will be implemented by the required in-service dates. Contractual commitments associated with the

construction of an MTEP Appendix A approved project by MISO Transmission Owner(s) and/or Selected Developer(s) are provided for by the ISO Agreement, this Tariff, and the Selected Developer Agreement.

Except as provided in Sections I.D.1.b.i (ZGIA) and I.D.1.b.ii (LARS), contractual commitments associated with generation solutions require that a generator interconnection agreement be filed with the Commission pursuant to Attachment X of this Tariff by the time the alternative transmission solution would need to be committed to in order to ensure installation on the required need date.

i. Contractual Commitments for ZG Associated Load

Contractual commitments associated with ZG Associated Load require demonstration to the Transmission Provider of both: (1) an executed agreement between the entity with the ZG Associated Load and the Generating Facility with the associated ZG Interconnection Service as described in Section 3.11 of Attachment X to the Tariff is in place and must span at least the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the contracts terminate; and (2) that the Generating Facility associated with the ZG Associated Load has achieved Commercial Operation by the time that the transmission solution would otherwise need to be in service. In the event that the Generating Facility associated with the ZG Associated Load fails to achieve Commercial Operation by the date that the transmission solution would otherwise need to be in service or the contract between the ZG Associated Load and the associated Generating Facility terminates, then the Transmission Provider may require the applicable Load Serving Entity to delay the in-

service date of ZG Associated Load until such time as an alternative solution can be placed in service. Contractual Commitments associated with a LARS Associated Load shall adhere to the requirements set forth in Section I.D.1.b.ii.

ii. Large Load Addition Resource Study (LARS)

For the purposes of this Section I.D.1.b.ii, capitalized terms shall have the meaning as set forth in Module A and Attachment X to the Tariff.

a) LARS Pre-Submission Coordination Process

In accordance with the requirements in Section 3.12.1 of Attachment X, the LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

b) LARS Application Timing and Deposits

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. Both the Transmission Owner supporting the LARS Application and requesting to join LARS shall submit the required Large Load information to the MTEP Portal and an Interconnection Customer supporting the LARS Application and requesting to join LARS shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public

website and as described in Section 3.12 of Attachment X. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

A LARS Application shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer. Additional LARS Study Deposits such as D2 as described in Section 3.3.1 of Attachment X apply to the LARS Application and shall be submitted by the Interconnection Customer. All applicable deposits, milestone payments and data required to enter the Large Load Addition Resource Study must be received at the time the LARS Application is submitted.

c) LARS Application Requirements for Load Customers

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment X to the Tariff as well as the requirements set forth below.

A completed LARS Application must identify:

- Facility location (address, county, GPS, Geocode)
- Project Description
- Load Type
- Cost
- Reason for Requesting Expedited Review
- Requested In Service Date

- Expected lead-time from start of major expenditures to in-service date
- Requested date for inclusion in current cycle MTEP
- Submission of Transmission Owner planning study
- MTEP Project ID for associated transmission upgrades, as applicable
- MOD Project ID for associated transmission upgrades, as applicable
- Submission of available additional information supporting the in-service date requirement
- Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required
- Contingency /Monitored Element update
- One-line diagram

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities

provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,

2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided they:

   a. Be located in the same LRZ as the LARS Associated Load,

   b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,

   c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application shall be no later than three calendar years from the

submission date of the LARS Application and shall be identical to the Commercial Operation Date listed for the Generating Facility in the LARS Interconnection Request.

d) Evaluation Process for LARS Applicants

In accordance with Section 3.12.3 of Attachment X, the Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

e) LARS Cure and Deficiency Periods

A LARS Application will not be considered valid until all items in Section 3.12 of Attachment X and Section I.D.1.b.ii of Attachment FF, have been received by Transmission Provider. If the LARS Application fails to meet the

requirements, Transmission Provider shall notify the Transmission Customer within fifteen (15) Business Days of receipt of the LARS Application either that the Transmission Provider has accepted the Application as valid or has determined that the Application is not valid due to one or more deficiencies. In the event Transmission Provider determines that the Application does not meet all the requirements and thus is not valid, Transmission Provider shall also provide an explanation of the reasons for such determination. The Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Application as deficient to provide the additional requested information needed to constitute a valid request. The requirements of Section 3.3.3 of Attachment X apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

f) LARS Refunds

In accordance with Section 3.12.7 of Attachment X, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

g) Termination of LLGIA and/or Withdrawal of Large Load

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the

Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load must go through MTEP and during that transition may be subject to similar limitations if the load's Service Commencement Date is prior to the date LARS Generating Facility commences commercial operation.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service or commences service for less than the total amount of the LARS Associated Load. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, the load may go through the applicable MTEP study process.

h) Modifications of LARS Applications

In accordance with Section 3.12.9 of Attachment X, after submission of the LARS Application, no modification to the LARS Application or any of its parameters is permitted.

i) Mitigations to Address Violations

Mitigations developed to address violations observed in only the transmission studies to study the impact of the load shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address common violations observed in both the transmission studies to study the impact of the load and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

j) Consideration of Generating Facilities included in LARS

In accordance with the LARS definitions, Section 3.3.1, and Section 3.12 of Attachment X, and notwithstanding the requirements of Section I.D.1.b.ii, a generating solution that does not yet have generator interconnection agreement filed with the Commission pursuant to Attachment X of this Tariff may be considered as an alternative transmission solution if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission

Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i) with a minimum term of at least five years to align with MISO's transmission planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the agreements terminate. The study will be performed for each LARS Associated Load, including the Interconnection Request, capturing the cumulative impact based on their submission date per LARS Study Period. The outcome of the LARS Associated Load study is MTEP approval of the load and associated optimized network upgrades.

In the event that the Load In-Service Date is prior to the date on which the proposed LARS Resource achieves Commercial Operations, the Transmission Provider may either; (1) require the applicable Load Serving Entity to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) Commercial Operation in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that the Transmission Provider determines are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.

There will be no restudies if a load withdraws from the LARS process.

iii. Contractual Commitments for Demand Side Resource Solutions

Contractual commitments associated with demand-side resource solutions require demonstration to the Transmission Provider of an executed contract between LSE and End-Use Customers. Such demand-side contracts must be in place by the time that the transmission solution would otherwise need to be committed to in order to ensure a timely solution to the identified planning need, and must span the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the demand contracts terminate. Notwithstanding the provisions of Section VII of the ISO Agreement regarding the Transmission Provider review of Transmission Owner plans, no proposed project of a Transmission Owner that has elected to integrate their local planning processes into the Transmission Provider's processes, as indicated on Attachment FF-4, shall be recommended in the MTEP for implementation until completion of the annual needs analysis carried out in the annual MTEP cycle, as described in Section I.C. of this Attachment FF, except as provided for in Section I.D.1.c. of this Attachment FF.

c. Out-of-Cycle Review of Transmission Owner Plans: In the event that a Transmission Owner determines that system conditions warrant the urgent development of system enhancements that would be jeopardized unless the Transmission Provider performs an expedited review of the impacts of the project, Transmission Provider shall use a streamlined approval process for reviewing and approving projects proposed by the Transmission Owners so that decisions will be provided to the Owner within thirty (30) days of the projects submittal to the MISO unless a longer review period is mutually

agreed upon.

2. Transmission Owners Filing Separate Attachment K: Some Transmission Owners as listed on the last page of Attachment FF-5 have developed individual open, local planning processes for their facilities, that comply with the Planning Principles of the Order 890 Final Rule. These Transmission Owners have an Attachment K that describes how the Transmission Owner will comply with the Order No. 890 Planning Principles for all transmission facilities that they plan for, regardless of whether those facilities are ultimately transferred to the functional control of the Transmission Provider. With the exception of Sections I.D.1.a and I.D.1.b., the provisions of this Attachment FF remain applicable to all Transmission Owners notwithstanding the filing by any Transmission Owner of an Attachment K pursuant to the Order 890 Final Rule.

E. Interregional Coordination and Cost Allocation: The MTEP shall be developed in accordance with the principles of interregional coordination through collaboration with representatives from adjacent transmission providers, their designated regional planning organizations, or regional transmission organizations, as provided for in this Attachment FF, or as otherwise provided for in existing joint agreements between the Transmission Provider and other regional entities that engage in planning activities. The Transmission Provider has developed region-specific interregional coordination and cost allocation provisions with regard to the following neighboring transmission planning regions:

- PJM Interconnection, L.L.C. ("PJM"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and PJM;
- Southeastern Regional Transmission Planning ("SERTP"), as provided for under Section X of this Attachment FF; and

- Southwest Power Pool ("SPP"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and SPP.

The Transmission Provider also has planning coordination provisions as part of its coordination agreement with Manitoba Hydro.

II. Development Process for MTEP Projects: The Transmission Provider will develop the MTEP biennially or more frequently. The MTEP will identify expansion projects for inclusion in the MTEP according to the factors set forth in Appendix B of the ISO Agreement and Section I.C of this Attachment FF. For purposes of assigning cost responsibility, expansion projects in the MTEP shall be categorized pursuant to the following criteria.

A. Reliability Needs: Reliability projects are identified either in the periodically performed Baseline Reliability Study, or in Facilities Studies associated with the request processes for new transmission access. Transmission access includes requests for both new transmission delivery service and new generation interconnection service.

1. Baseline Reliability Projects: Baseline Reliability Projects are Network Upgrades identified in the base case as required to ensure that the Transmission System is in compliance with applicable national Electric Reliability Organization ("ERO") reliability standards and reliability standards adopted by Regional Reliability Organizations and applicable within the Transmission Provider Region. Baseline Reliability Projects include projects that are needed to maintain reliability while accommodating the ongoing needs of existing Market Participants and Transmission Customers. Baseline Reliability Projects may consist of a number of individual facilities that in the judgment of

the Transmission Provider constitute a single project for cost allocation purposes. The Transmission Provider shall collaborate with Transmission Owning members, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected load growth of existing network customers and other transmission service and interconnection commitments, and shall include any transmission projects identified in Service Agreements or interconnection agreements that are entered into in association with requests for transmission delivery service or transmission interconnection service, as determined in Facilities Studies associated with such requests, and MHVDC Transmission Lines with executed Transmission Connection Agreements. The Transmission Provider shall test the MTEP for adequacy and security based on commonly applicable national Electric Reliability Organization ("ERO") standards, and under likely and possible dispatch patterns of actual and projected Generation Resources within the Transmission System and of external resources, including dispatch reflective of Long-Term Transmission Rights of Transmission Customers, and shall produce an efficient expansion plan that includes all Baseline Reliability Projects determined by the Transmission Provider to be necessary through the planning horizon of the MTEP. The Transmission Provider shall obtain the approval of the Transmission Provider Board, as set forth in Section VI, for each MTEP published.

2. New Transmission Access Projects: New Transmission Access Projects are defined for the purposes of Attachment FF as Network Upgrades identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under the Tariff and also include JTIQ Upgrades. New Transmission Access Projects include projects that are needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests and/or were identified as JTIQ Upgrades. New Transmission Access Projects may consist of a number of individual facilities, which in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. New Transmission Access Projects are either Generation Interconnection Projects or Transmission Delivery Service Projects as defined in Sections II.A.2.a. and II.A.2.b. The Transmission Provider shall consider the Baseline Reliability Projects already determined to be needed in the most current MTEP, as well as any other base-case needs not associated with the request for new service that may be identified during the impact study process when determining the need for New Transmission Access Projects. Any identified base-case needs determined in the impact study process that are not a part of the Baseline Reliability Projects already identified in the most current MTEP shall become new Baseline Reliability Projects and shall be included in the next MTEP. New Transmission Access Projects identified in Facilities Studies and agreements pursuant to

requests for transmission delivery service or transmission interconnection service under this Tariff shall be included in the next MTEP.

a. Generation Interconnection Projects: Generation Interconnection Projects are New Transmission Access Projects that are associated with interconnection of new, or increase in generating capacity of existing, generation under Attachment X to this Tariff and include JTIQ Upgrades.

b. Transmission Delivery Service Projects: Transmission Delivery Service Projects are New Transmission Access Projects that are needed to provide for requests for new Point-To-Point Transmission Service, or requests under Module B of the Tariff for Network Service or a new designation of a Network Resource(s).

B. Market Efficiency Projects: Market Efficiency Projects are Network Upgrades: (i) that are proposed by the Transmission Provider, Transmission Owner(s), ITC(s), Market Participant(s), or regulatory authorities; (ii) that are found to be eligible for inclusion in the MTEP or are approved pursuant to Appendix B, Section VII of the ISO Agreement after June 16, 2005, applying the factors set forth in Section I.C. of this Attachment FF; (iii) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, have a Project Cost of $5 million or more; (iv) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, involve facilities with voltages of 230 kV or higher[1]; and that may include any lower voltage facilities of 100kV or above that collectively constitute less than fifty

[1] Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

percent (50%) of the combined project cost, and without which the 230 kV or higher facilities could not deliver sufficient benefit to meet the required benefit-to-cost ratio threshold for the project as established in Section II.B.1.c, or that otherwise are needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the 230 kV or higher facilities of the project; (v) that are not determined to be Multi-Value Projects; (vi) that are found to have regional benefits under the criteria set forth in Section II.B.1 of this Attachment FF. In the event that a Network Upgrade qualifies as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, the cost threshold of Section II.B(iii) does not apply, and the voltage threshold of Section II.B.(iv) shall be 100 kV or higher.[2]

1. Criteria to Determine Whether a Project Should be Included as a Market Efficiency Project: The Transmission Provider shall employ multiple future scenarios and multi-year analyses including sensitivity analyses guided by input from the Planning Advisory Committee to evaluate the anticipated benefits of a proposed Market Efficiency Project in order to determine if such a project meets the criteria for inclusion in the regional plan as a Market Efficiency Project eligible for regional cost sharing. Sensitivity analyses shall include, among other factors, consideration of: (i) variations in amount, type, and location of future generation supplies as dictated by future scenarios developed with stakeholder input and guidance; (ii) alternative transmission proposals; (iii) impacts of variations in load growth; and (iv) effects of demand response resources on transmission benefits.

[2] A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

a. Benefits Analysis. For purposes of qualification as a Market Efficiency Project, the Transmission Provider will evaluate multiple types of economic value. The Transmission Provider shall apply the benefits metrics outlined in Attachment FF-7 and sum the results of each of the benefit metrics together to determine the economic benefits of a Market Efficiency Project to the Transmission Provider region.

b. The costs applied in the benefit to cost ratio shall be the present value, over the same period for which the project benefits are determined, of the annual Network Upgrade Charges for the project as determined in accordance with the formula in Attachment GG.

i. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System.

c. The Transmission Provider shall employ a benefit to cost ratio test to evaluate a proposed Market Efficiency Project. Only projects that meet a benefit to cost ratio of 1.25 or greater shall be included in the MTEP as a Market Efficiency Project and be eligible for regional cost sharing.

i. The benefits of the project used to determine the associated cost allocations as a percentage of project cost shall be determined one time at the time that the project is presented to the Transmission Provider Board for approval. Estimated Project Cost will be used to estimate the benefit to cost ratio and the eligibility for cost sharing at the time of project approval. To the extent that the

Commission approves the collection of costs in rates for Construction Work in Progress ("CWIP") for a constructing Transmission Owner, costs will be allocated and collected prior to completion of the project.

d. The aforementioned Market Efficiency Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.f below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

C. Multi-Value Projects: A Multi-Value Project is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. All Network Upgrades associated with a Multi-Value Project including any network upgrades on an external system and lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi-Value Project including any lower voltage facilities that are needed on an external system; may be cost shared per Section III.A.2.g of Attachment FF except for (i) any Network Upgrade cost associated with constructing an underground or underwater transmission line above and beyond the cost of a feasible alternative overhead transmission line that provides comparable regional benefits, and (ii) any DC transmission line and associated terminal

equipment when scheduling and dispatch of the DC transmission line is not turned over to the Transmission Provider's markets, real-time control of the DC transmission line is not turned over to the Transmission Provider's automatic generation control system and/or the DC transmission line is operated in a manner that requires specific users to subscribe for DC transmission service.

1. A Multi-Value Project must be evaluated as part of a Portfolio of projects, as designated in the transmission expansion planning process, whose benefits are: (i) spread broadly across the MISO system-wide footprint; or (ii) if the benefits of the Portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest MVP Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.
2. A Multi-Value Project must meet one of the three criteria outlined below:
    a. Criterion 1. A Multi-Value Project must be developed through the transmission expansion planning process for the purpose of enabling the Transmission System to reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirement that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation. The MVP must be shown to enable the transmission system to deliver such energy in a manner that is more reliable and/or more economic than it otherwise would be without the transmission upgrade.

b. Criterion 2. A Multi-Value Project must provide multiple types of economic value across multiple pricing zones with a Total MVP Benefit-to-Cost ratio of 1.0 or higher where the Total MVP Benefit -to-Cost ratio is described in Section II.C.7 of this Attachment FF. The reduction of production costs and the associated reduction of LMPs resulting from a transmission congestion relief project are not additive and are considered a single type of economic value.

c. Criterion 3. A Multi-Value Project must address at least one Transmission Issue associated with a projected violation of a NERC or Regional Entity standard and at least one economic-based Transmission Issue that provides economic value across multiple pricing zones. The project must generate total financially quantifiable benefits, including quantifiable reliability benefits, in excess of the total project costs based on the definition of financial benefits and Project Costs provided in Section II.C.7 of Attachment FF.

3. All of the following conditions must be satisfied in order for a project to be classified as a Multi-Value Project:

a. Facilities associated with the transmission project must not be in service, under construction, or approved for construction by the Transmission Provider Board prior to July 16, 2010 or the date a Transmission Owner becomes a signatory member of the ISO Agreement, whichever is later. This Section II.C.3.a shall not preclude the Multi-Value Project

classification of a Competitive Transmission Project that makes a Selected Developer(s) eligible to become a Transmission Owner.

b. The transmission project must be evaluated through the Transmission Provider's transmission planning process and approved for construction by the Transmission Provider Board prior to the start of construction, where construction does not include preliminary site and route selection activities.

c. The transmission project must not contain any transmission facilities listed in Attachment FF-1 of this Tariff.

d. The total capital cost of the transmission project must be greater than or equal to $20,000,000.00.

e. The transmission project must include, but not necessarily be limited to, the construction or improvement of transmission facilities operating at voltages above 100 kV. A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

f. Network Upgrades driven solely by an Interconnection Request, as defined in Attachment X of the Tariff, or a Transmission Service request will not be considered Multi-Value Projects.

4. Any transmission project that qualifies as a Multi-Value Project shall be classified as an MVP irrespective of whether such project is also a Baseline Reliability Project and/or Market Efficiency Project.

5. The specific types of economic value provided by a Multi-Value Project include the following:

a. Production cost savings where production costs include generator startup, hourly generator no-load, generator energy and generator Operating Reserve costs. Production cost savings can be realized through reductions in both transmission congestion and transmission energy losses. Productions cost savings can also be realized through reductions in Operating Reserve requirements within Reserve Zones and, in some cases, reductions in overall Operating Reserve requirements for the Transmission Provider.

b. Capacity losses savings where capacity losses represent the amount of capacity required to serve transmission losses during the system peak hour including associated planning reserve.

c. Capacity savings due to reductions in the overall Planning Reserve Margins resulting from transmission expansion.

d. Long-term cost savings realized by Transmission Customers by accelerating a long-term project start date in lieu of implementing a short-term project in the interim and/or long-term cost savings realized by Transmission Customers by deferring or eliminating the need to perform one or more projects in the future.

e. Any other financially quantifiable benefit to Transmission Customers resulting from an enhancement to the Transmission System and related to the provisions of Transmission Service.

6. Any project to facilitate like-for-like capital replacements of plant originally

installed as part of a Multi-Value Project where replacement is due to aging, failure, damage or relocation requirements where such replacement is not the result of negligence by the constructing Transmission Owner will be treated as a Multi-Value Project. The minimum project cost limitation for Multi-Value Projects described in Section II.C.3.d of Attachment FF will not apply to the like for- like capital replacement projects described in this Section.

7. The following Total MVP Benefit-to-Cost Ratio will be applied to any Multi-Value Project justified solely on the basis of Sections II.C.2.b or II.C.2.c of this Attachment FF to ensure such project qualifies as a Multi-Value Project:

Total MVP Benefit-to-Cost Ratio = financial benefits / Project Costs.

For the purpose of this calculation, Financial Benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and Project Costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

8. The aforementioned Multi-Value Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.g below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner

revenue requirements under Attachment O of this Tariff.

D. Market Participant Funded Projects: Market Participant funded projects (MPFPs) are defined as Network Upgrades fully funded by one or more market participants but owned and operated by an incumbent Transmission Owner. These projects apply to those Network Upgrades that are neither currently included in the MTEP Appendix A nor targeted for approval within the current planning cycle.

The development of the MPFPs will follow specified process steps that are detailed in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). These process steps shall include, at a minimum, the following:

1. Consistent with the MTEP process the submittal deadline for a proposed MPFP project shall be September 15 of the current planning cycle and the proposed MPFP shall be submitted to the Transmission Provider planning contact, indicated on the MPFP submittal form posted on the Planning page of the Transmission Provider web site.

2. An MPFP proposed by a Market Participant shall follow the same analysis and approval timeline as an MTEP Target Appendix A project for the current planning cycle.

3. In the event that multiple Market Participants submit project proposals that are electrically similar, Transmission Provider shall make a determination in collaboration with the affected Transmission Owner(s) as to whether the projects are effectively the same project. Such consideration shall include whether the proposals have the same terminal stations, substantially address the same market

congestion issues or otherwise serve similar system purposes, and can each be physically accommodated together with the other similar proposals. If the projects are determined to be effectively the same project, the priority for the project shall be determined by the time-stamp date of receipt of the MPFP Proposal Form, unless otherwise agreed to by the impacted Market Participants.

E. Identification of Potential Impacts of a Market Efficiency Project or Multi-Value Project on Neighboring Transmission Planning Region(s)

As part of the evaluation of any proposed Market Efficiency Project or Multi-Value Project, the Transmission Provider will determine whether the proposed Market Efficiency Project or Multi-Value Project causes any violations of NERC reliability standards on the transmission system(s) of the adjacent neighboring transmission planning region(s). If the Transmission Provider's evaluation identifies any such violations of NERC reliability standards, the Transmission Provider will contact and coordinate with the other potentially affected adjacent neighboring transmission planning region(s) on any further evaluation.

F. Targeted Market Efficiency Projects:

A Targeted Market Efficiency Project is an upgrade that is identified in a Targeted Market Efficiency Project Study initiated by the Joint RTO Planning Committee as provided for under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM and that satisfies the criteria for a Targeted Market Efficiency Project as set forth in Article IX of the Joint Operating Agreement between the Transmission Provider and PJM. Any Targeted Market Efficiency Project that is recommended by the Joint RTO Planning Committee under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM shall be presented to

the Transmission Provider Board for approval in the MTEP.

G. Treatment of Storage as a Transmission-Only Asset (SATOA)

1. SATOA May Be Included in MTEP as a Solution to a Transmission Issue

A storage facility proposed as a Storage as Transmission Only Asset ("SATOA") may be considered in the transmission planning process as a solution to a Transmission Issue. A SATOA may be any one of the transmission project types described in Sections II.A through II.D and II.F of this Attachment FF that meet the definitions, criteria, or factors applicable to those project types. A SATOA is eligible for cost recovery consistent with the cost recovery for its project type under Attachment FF, including cost recovery under Attachment FF, Section III.A.2.k.

a. Comparative Evaluations of Proposed SATOA.

The Transmission Provider will evaluate the appropriateness of proposed SATOAs as solutions to Transmission Issues identified in the development of the MTEP comparably to any other transmission asset. Considerations will include:

i. Ability of the proposed SATOA to address the Transmission Issue (e.g., loading, voltage, stability) in all hours that the Transmission Issue is determined to exist, with a life-cycle cost that is comparable to other proposed solutions or as otherwise needed to address the Transmission Issue, and after consideration of the comparability in system performance to other proposed solutions, including any non-transmission alternatives consistent with the provisions of Section I.D.1.b.

ii. The minimum and maximum Capacity required to address the Transmission Issue to ensure that excess storage Capacity is not treated as a transmission asset. Cost recovery under transmission rates is limited to the cost of the maximum Capacity determined to be needed to address the Transmission Issue and will be pro-rated on that basis if a SATOA of higher Capacity is proposed, selected for inclusion in Appendix A of MTEP, and installed.

iii. Assurance of sufficient Energy and/or reactive capability (MWh/MVAr) to charge or discharge Energy for any period identified as necessary in the planning study.

iv. Assessment of system reliability impacts applicable to inverter-based facilities on the same basis and in a manner comparable to such analysis in the Generator Interconnection Procedures applicable to storage Resources as inverter-based facilities.

v. Life-cycle cost comparisons, including consideration of the period that is required to address the Transmission Issue, which may be less than the life cycle of alternatives, and including the factors described in Section II.G.1.b.

vi. Additional considerations that may support comparative evaluation to other solutions to the Transmission Issue, such as lead-time to develop, right of way or substation impacts, expandability, operational flexibility, or others.

b. Life Cycle, Degradation, and Cost Assumptions

Selection of the proposed SATOA as the preferred solution will consider similar cost and effectiveness considerations as applied to any other proposed transmission solution. The entity

proposing the SATOA shall provide the planning estimate of the SATOA's:

i. Direct capital cost;

ii. Expected useful life;

iii. Equipment replacement schedules and associated life-cycle costs and other ongoing costs to maintain the SATOA at its required Capacity and Energy capability necessary to address the Transmission Issue identified, or otherwise comparable to a traditional wires solution; and

iv. Other cost and performance information as the Transmission Provider may determine is necessary to compare cost and performance with other proposed solutions to the Transmission Issue identified.

c. Selection of proposed SATOA as a Preferred Solution in MTEP

To be selected for inclusion in the MTEP, in addition to the requirements of Section II.G.1.a., the proposed SATOA must:

i. Demonstrate a basis to be recommended for inclusion in Appendix A of the MTEP as a transmission asset by:

a. Unique characteristics or circumstances of the proposed SATOA necessary to meet the identified Transmission System performance requirements and not otherwise available at comparable costs from other proposed solutions, including speed of operation, lead-time to implement, right-of-way or other property considerations.

b. A need to resolve the Transmission Issue(s) through the storage facility's functioning as a SATOA instead of as a Resource that participates in the Transmission Provider's markets. A storage facility will not be evaluated as a potential SATOA to resolve a routine (i.e. N-0 or N-1) Transmission Issue that can be addressed by a market solution.

ii. Meet the criteria to be designated in the MTEP as one of the transmission project types consistent with the provisions of Sections II.A through II.D and II.F of this Attachment FF, or as eligible for cost recovery pursuant to Section III.A.2.k.

d. Consideration of Impacts on Resources in the Interconnection Queue

If the Transmission Provider or stakeholder identifies a potential impact to Generating Facilities in the Definitive Planning Phase pursuant to Attachment X, the Transmission Provider will assess whether the proposed SATOA will impact Generating Facilities in the Definitive Planning Phase and such assessment may include targeted contingency analyses applying Applicable Reliability Standards and applicable regional and local planning criteria to evaluate the incremental impact of the proposed SATOA on Generating Facilities in the Definitive Planning Phase that are in proximity to the SATOA in the MTEP model to compare loading and other system performance impacts attributable to the addition of the SATOA. The Transmission Provider will test the expansion model with and without the SATOA operating in the manner required for the SATOA to address the Transmission Issue identified for the SATOA to resolve. If such assessment demonstrates that the necessary operating mode of the proposed SATOA would cause the need for additional system mitigation, the cost of such mitigation will be included in the evaluation of the proposed SATOA against other potential transmission solutions

and will be included as part of the SATOA project itself and the total project costs will be eligible for recovery through the appropriate Attachment and Schedule of the Tariff.

2. Development of Operating Guides Associated with SATOA Selected for MTEP

Operation of SATOA in real time will be under the functional control of the Transmission Provider as provided for in Rate Schedule 1 (Transmission Owners Agreement), Article Three, Section I.A. For each SATOA included in the MTEP, the Transmission Provider will develop an Operating Guide specifying the operating practices applicable to the SATOA and consistent with the system performance requirements determined through the planning study supporting the selection of the SATOA for inclusion in the MTEP. The Operating Guide will include limitations on the operation of the SATOA above the maximum Capacity determined to be needed to address the Transmission Issue, consistent with Section II.G.1.a.ii.

3. Storage as Non-Transmission Alternatives

As provided for under Section I.D.1.b, storage facilities that are not proposed as SATOA may be considered as alternatives to transmission assets to address system needs when participating as generation or demand-side resources.

4. SATOA Participation in Markets

SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction.

5. Transmission Service Associated with SATOA Operation

No Transmission Service charges are applicable to the operation of a SATOA.

6. Responsibility for Market-Derived Costs and Revenues Associated with SATOA

a. Accounting for Costs Incurred in the Market

Costs resulting from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be collected through transmission rates in a manner consistent with the treatment of costs associated with the transmission project type that the SATOA is included as in Appendix A of the MTEP pursuant to Section II.G.1.c.ii. As an example, costs for charging a SATOA battery storage device may be included in transmission rates in a manner consistent with the inclusion in transmission rates as a Baseline Reliability Project if the battery storage device operates to serve as a Baseline Reliability Project.

b. Credit Back of Market Revenues

Revenues collected from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be credited back through transmission rates in a manner consistent with the treatment of costs associated with the project category in transmission rates.

7. Removal

No SATOA may be removed from service permanently unless the removal is submitted into the annual MTEP planning process as a proposed project removal, reviewed by the Transmission Provider for its impact on Transmission System performance, and accepted by the Transmission Provider based on such review.

III. Designation of Cost Responsibility for MTEP Projects: Based on the planning

analysis performed by the Transmission Provider, which shall take into consideration all appropriate input from Market Participants or external entities, including, but not limited to, any indications of a willingness to bear cost responsibility for an enhancement or expansion, the recommended MTEP shall, for any enhancement or expansion that is included in the plan, designate: (i) the Market Participant(s) in one or more pricing zones that will bear cost responsibility for such enhancement or expansion, as and to the extent provided by any applicable provision of the Tariff, including Attachments N, X, or any applicable cost allocation method ordered by the Commission; or, (ii) in the event and to the extent that no provision of the Tariff so assigns cost responsibility, the Market Participant(s) or Transmission Customer(s) in one or more pricing zones from which the cost of such enhancements or expansions shall be recovered through charges established pursuant to Attachment GG of this Tariff, or as otherwise provided for under this Attachment FF.

Any designation under clause (ii) of the preceding sentence shall be determined as provided for in Section III.A of this Attachment FF with the cost responsibility at least roughly commensurate with the benefits. For all such designations, the Transmission Provider shall calculate the cost allocation impacts to each pricing zone. The results will be reviewed for unintended consequences by the Transmission Provider and the Tariff Working Group and any such identified consequences shall be reported to the Planning Advisory Committee, and the OMS.

A. Allocation of Costs Within the Transmission Provider Region

1. Default Cost Allocation: Except as otherwise provided for in this Attachment FF, or by any other applicable provision of this Tariff and consistent with the ISO Agreement, the responsibility for Network Upgrades included in the approved MTEP will be addressed in

accordance with the provisions of the ISO Agreement.

2. Cost Allocation: The Transmission Provider will designate and assign cost responsibility on a regional, and sub-regional basis for Network Upgrades identified in the MTEP subject to the grand-fathered project provisions of Section III.A.2.b.

   a. Market Participant's Option to Fund: Notwithstanding the Transmission Provider's assignment of cost responsibility for a project included in the MTEP, one or more Market Participants may elect to assume cost responsibility for any or all costs of a Network Upgrade that is included in the MTEP. Provided however, in the event the Market Participant is also a Transmission Owner such election of the option to fund must be made on a consistent, non-discriminatory basis.

   b. Grandfathered Projects: The cost allocation provisions of this Attachment FF shall not be applicable to transmission projects identified in Attachment FF-1, which is based on the list of projects designated as Planned Projects in the MTEP approved by the Transmission Provider Board on June 16, 2005 (MTEP 05) and some additions of proposed projects that the Transmission Provider has determined to be in the advanced stages of planning.

   c. Baseline Reliability Projects: Costs of Baseline Reliability Projects shall be recovered pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) developing such projects, such that the Transmission Owner(s) and/or ITC(s) developing a Baseline Reliability

Project shall be responsible for all of the costs of the portion of the Baseline Reliability Project that is physically located in the Transmission Owner's and/or ITC's pricing zone, subject to the requirements of the ISO Agreement.

d. Generation Interconnection Projects: Costs of Generation Interconnection Projects that are not JTIQ Upgrades and that are not determined by the Transmission Provider to be Baseline Reliability Projects, Market Efficiency Projects, or Multi-Value Projects and the Network Upgrade costs associated with advancing a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project associated with a generator interconnection will be paid for by the Interconnection Customer(s) in accordance with Attachment X.

For Generation Interconnection Projects interconnecting to the American Transmission Company LLC transmission system and that are not JTIQ Upgrades, such costs will be subject to the provision of Attachment FF – ATCLLC. In the event that a Generation Interconnection Project that is not a JTIQ Upgrade defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

1) For Network Upgrades to facilities in voltage classes at or above 345 kV and that are not a JTIQ Upgrade, the Interconnection

Customer shall be repaid 10 percent of the costs of the Generation Interconnection Project funded by the Interconnection Customer once Commercial Operation is achieved. The Transmission Owner(s) constructing the Generation Interconnection Project will repay 10% of the Generation Interconnection Project costs associated with Network Upgrade facilities in a voltage class of 345 kV or greater to the Interconnection Customer under repayment terms consistent with the schedules and other terms of Attachment X.

The 10% of the Project Cost associated with Network Upgrade facilities of voltage class 345 kV or above and that are not a JTIQ Upgrade, and repaid to the Interconnection Customer pursuant to this section, shall be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff.

Costs of Generation Interconnection Projects that are JTIQ Upgrades included in a JTIQ Portfolio, and where a JTIQ Upgrade included in the JTIQ Portfolio has been selected to receive funding through the United States Department of Energy Grid Resilience and Innovation Partnerships (GRIP) Program by December 31, 2023, shall be allocated to Interconnection Customers included in the JTIQ Commitment Groups consistent with Section 9.4 and related subsections of Rate Schedule 6. If none of the JTIQ

Upgrades have been selected to receive funds through the GRIP program, the Transmission Provider will propose an appropriate cost allocation method pursuant to the terms of Section 9.4 of Rate Schedule 6.

In the event that the JTIQ Portfolio in Section 9.4 of Rate Schedule 6 is not fully subscribed as set forth in Rate Schedule 6, the costs of JTIQ Upgrades constructed by a Transmission Owner and not recovered from the JTIQ Commitment Groups shall be recovered on a system-wide basis pursuant to Attachment JJJ.

A JTIQ Upgrade identified pursuant to Section 9.4 of Rate Schedule 6 shall be presented to the Transmission Provider Board for approval for inclusion in the MTEP.

2) An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer, including when the Transmission Owner elects to fund the capital cost of a Shared Network Upgrade under Section 11.3 of the Generator Interconnection Agreement, as a Generation Interconnection Project pursuant to Attachment X in accordance with the following provisions:

(a) Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its

Generator Interconnection Agreement for which the Transmission Owner(s) has not elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator Interconnection Agreement. The one-time payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the Transmission Provider.

All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).

(b) If the Transmission Owner(s) has elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement, each Interconnection Customer with that Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall enter into a Facilities Service Agreement(s) with the Transmission Owner(s).

3) The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or

other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Section III.A.2.d and that are not costs for JTIQ Upgrades. For costs funded by or charged to the Interconnection Customer for Generation Interconnection Projects that are JTIQ Upgrades, the Interconnection Customer shall be eligible for Financial Transmission Rights pursuant to Section 47 of this Tariff.

4) International Transmission/Michigan Electric Transmission Company:

(a) For those Generation Interconnection Projects that are not JTIQ Upgrades for which International Transmission Company or Michigan Electric Transmission Company, LLC, ("International" or "METC") as Transmission Owners will be a signatory to the interconnection agreement under the terms of Attachment X of this Tariff or any successor provision of the Tariff executed by the parties after the effective date of this Attachment FF Section III.A.2.d.4, this Attachment FF Section III.A.2.d.4 shall apply.

(b) Generation Interconnection Projects: The cost of

Network Upgrades for Generation Interconnection Projects that are not determined by the Transmission Provider to be Baseline Reliability Projects shall be reimbursed by the Transmission Owner as provided in this Section III.A.2.d.4. All costs of Network Upgrades for Generation Interconnection Projects will initially be paid by the Interconnection Customer in accordance with the terms of the Interconnection Agreement entered into pursuant to Attachment X of this Tariff. To the extent the Interconnection Customer demonstrates at the time of Commercial Operation of the Generating Facility one of the following:

i. Generating Facility has been designated as a Network Resource in accordance with the Tariff, or

ii. Contractual commitment has been entered into with a Network Customer for capacity, or in the case of an Intermittent Resource, for energy, from the Generating Facility for a period of one (1) year or longer.

The Interconnection Customer will receive up to one hundred percent (100%) reimbursement of reimbursable

costs within ninety (90) days of the Commercial Operation Date, such reimbursement prorated by the percentage of the Generating Facility capacity or annual available energy output contracted for and as demonstrated to the satisfaction of the Transmission Provider.

If the Interconnection Customer is unable to demonstrate to the satisfaction of the Transmission Provider at the time of Commercial Operation of the Generating Facility that the Generating Facility has met the repayment obligations set forth in Attachment FF Sections III.A.2.d.4.b.i. or III.A.2.d.4.b.ii. the Interconnection Customer shall be directly assigned 100% of the costs of the Generation Interconnection Project. The Transmission Owner may effect this direct assignment of costs by either foregoing any repayment of costs funded by the Interconnection Customer, or by electing to repay 100% of the costs under repayment terms consistent with the schedules and other terms of Attachment X.

The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or

charged to the Interconnection Customer and not subject to repayment under the provisions of this Attachment FF Section III.A.2.d.4. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

(c) For all amounts to be reimbursed by a Transmission Owner to an Interconnection Customer in accordance with this Attachment FF Section III.A.2.d.4, the Transmission Owner will reimburse the sums received from the Interconnection Customer in cash together with any applicable interest, in accordance with the terms of the Interconnection Agreement.

(d) Allocation of Generation Interconnection Reimbursement. For all amounts reimbursed by a Transmission Owner to an Interconnection Customer under this Attachment FF Section III.A.2.d.4, the reimbursement will be allocated as follows:

i. Projects of Voltage Below 345 kV: 50% of

the applicable Project Cost for Generation Interconnection Projects with a voltage class below 345 kV shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider which is similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of

the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

ii. Projects of Voltage 345 kV and Higher: 10% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. 40% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The

designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the

reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

e. Transmission Delivery Service Projects: Costs of Transmission Delivery Service Projects shall be assigned and recovered in accordance with Attachment N of this Tariff.

f. Market Efficiency Projects: Costs of Market Efficiency Projects shall be allocated as follows:

i) One Hundred percent (100%) of the costs of the Market Efficiency Projects with a voltage at or above 230 kV that do not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA shall be allocated to all Transmission Customers in each of the of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7. For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV,one hundred percent (100%) of the Transmission Provider’s share of the

costs shall be allocated to all Transmission Customers in each of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7.

ii) For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. The cost allocated to each Cost Allocation Zone shall be based on the relative benefit determined for each Cost Allocation Zone that has a positive present value of annual benefits over the evaluation period using the methodology for project benefit determination of Attachment FF-7, Section I.A.

iii) Excessive Funding or Requirements: The Transmission Provider shall seek to identify and manage the development of, as a part of the planning process for Market Efficiency Projects, portfolios of projects that tend to provide net

benefits over the planning horizon, as determined according to the applicable section(s) of Attachment FF-7, throughout each Transmission Pricing Zone for each Market Efficiency Project with a voltage at or above 230 kV that does not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA, for each Market Efficiency Project that is also an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, and for each Cost Allocation Zone, as defined in Attachment WW, for each Market Efficiency Project that is also an Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV. The Transmission Provider shall analyze on an annual basis whether the project portfolios developed in accordance with this goal and the criteria in Section III.A.2.f unintentionally result in unjust or unreasonable annual capital funding requirements for any Transmission Owner or rate increases for Transmission Customers in designated pricing zones; or otherwise result in undue discrimination between the Transmission Customers, Transmission Owners, or any Market Participants; any such

identified consequences shall be reported to the Planning Advisory Committee and to the Organization of MISO States. After discussing such assessments with the aforementioned stakeholder bodies, and taking into consideration the cumulative experience in applying this Attachment FF, the Transmission Provider will make a determination as to whether Tariff modifications are required, and if so file such modifications.

g. Multi-Value Projects: Costs of Multi-Value Projects will be allocated as follows:

i) For a Portfolio of Multi-Value Projects with benefits spread broadly across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of the Multi-Value Projects shall be allocated on a system-wide basis to Transmission Customers that withdraw energy, including external transactions sinking outside the Transmission Provider's region, and recovered through an MVP Usage Charge pursuant to Attachment MM.

ii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX but

not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdrew energy in the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX, including applicable external transactions associated with the MISO Midwest MVP Cost Allocation Subregion sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

iii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO South MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdraw energy in the MISO South MVP Cost Allocation Subregion as identified in Attachment XX, including applicable external transactions associated with the MISO South MVP Cost Allocation Subregion and

sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

h. Targeted Market Efficiency Projects: The cost of a Targeted Market Efficiency Project shall be allocated as follows:

i) Targeted Market Efficiency Projects are interregionally cost allocated between the Transmission Provider and PJM per Section 9.4.4.2.5 of the Joint Operating Agreement between the Transmission Provider and PJM.

ii) One hundred percent (100%) of the Transmission Provider's share of the cost of a Targeted Market Efficiency Project shall be allocated to all Transmission Pricing Zones that receive a positive congestion contribution benefit from the Targeted Market Efficiency Project. The share of such cost allocated to each Transmission Pricing Zone shall be in proportion to the relative positive congestion contribution benefit accruing from the Targeted Market Efficiency Project to the Transmission Pricing Zone over the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. To determine the relative positive contribution benefit accruing to each Transmission Pricing Zone, the Transmission Provider will

use the data resulting from the Targeted Market Efficiency Project study conducted pursuant to Section 9.3.7.2(c) of the Joint Operating Agreement and apply a congestion contribution formula to each load node and generator node in the Commercial Model equal to the multiplication of the Shadow Price of the flowgate, shift factor of the load node or generator node to the flowgate, and the amount of load or generation at the node. This formula will be applied for all hours in the Day Ahead market where the Reciprocal Coordinated Flowgate experienced congestion. The congestion contribution of each load node or generator node on the Reciprocal Coordinated Flowgate will be calculated for each congested interval during the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. Summing all of the congestion contributions will yield the relative benefits of the upgrade to each load node or generator node. Aggregating the load node or generator node congestion contributions for each Transmission Pricing Zone gives the net benefits of the upgrade to each Transmission Pricing Zone, providing the basis for cost allocation of the Transmission Provider's share of the cost of the Targeted

Market Efficiency Project.

iii) Provided, however, that no cost for the Targeted Market Efficiency Project shall be allocated to a Transmission Pricing Zone if the positive congestion contribution benefit from the Targeted Market Efficiency Project to that Transmission Pricing Zone is calculated to be less than a threshold of either: (1) $5,000 total or (2) less than one percent (1%) of the Transmission Provider's cost of the Targeted Market Efficiency Project. Any costs that are not allocated to a Transmission Pricing Zone because they fall within this threshold will be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

iv) Provided, further, that no cost for a Targeted Market Efficiency Project that is approved in any MTEP by the Transmission Provider Board during the Second Planning Area's Transition Period shall be allocated to a Transmission Pricing Zone located in the Second Planning Area if the

Targeted Market Efficiency Project terminates wholly outside of MISO or terminates exclusively in the First Planning Area. Any costs that are not allocated to a Transmission Pricing Zone in the Second Planning Area as a result of this subsection shall be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

i. Market Participant Funded Projects (MPFPs): Costs of MPFPs will be allocated as follows: One-hundred percent (100%) of the cost of a Market Participant Funded Project (MPFP) shall be assigned to the Market Participant that proposed the project, subject to the provisions of this Attachment FF Section II.D.3, unless other cost sharing arrangement is agreed to between the Market Participant and the incumbent Transmission Owner.

j. Treatment of Projects that meet both Baseline Reliability Project Criteria and/or New Transmission Access Project Criteria, and the Market Efficiency Project Criteria: If the Transmission Provider determines that a project designated as a Market Efficiency Project also meets the criteria to

be designated as a Baseline Reliability Project and/or a New Transmission Access Project, the cost of such project shall be allocated in accordance with the Market Efficiency Project allocation procedures.

k. Other Projects: Unless otherwise agreed upon pursuant to Section III.A.2.a. of this Attachment FF, the costs of Network Upgrades that are included in the MTEP, but do not qualify as Baseline Reliability Projects, New Transmission Access Projects, Targeted Market Efficiency Projects, Market Efficiency Projects, or Multi-Value Projects shall be eligible for recovery pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) paying the costs of such project, subject to the requirements of the ISO Agreement.

l. Withdrawal from MISO: A Transmission Owner that withdraws from the MISO as a Transmission Owner shall remain responsible for all financial obligations incurred pursuant to this Attachment FF while a Member of the MISO and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the MISO and the withdrawing Member.

m. New Transmission Owners: A new Transmission Owner joining the MISO will be responsible for the following financial obligations:

    a. New Transmission Owners will not be responsible for any portion of Baseline Reliability Projects, Generation Interconnection Projects, Transmission Delivery Service

Projects, Targeted Market Efficiency Projects, or Market Efficiency Projects that were approved prior to their entry date.

b. For Multi-Value Projects approved prior to the new Transmission Owner's entry date, the load interconnected to the Transmission Owner's Transmission System will be responsible for one-hundred percent (100%) of the MVP usage charge described in Attachment MM for the years following the Transmission Owner's entry date applied to the Monthly Net Actual Energy Withdrawals for Load interconnected to the Transmission Owner's Transmission System.

n. Only a Transmission Owner shall be authorized to construct and/or own transmission facilities associated with a Baseline Reliability Project. For projects jointly developed between Transmission Owners and other parties the portion constructed and owned by a Transmission Owner may qualify as a Baseline Reliability Project, Market Efficiency Project, and/or Multi Value Project.

IV. Merchant Transmission Project Data Requirements: A proposed merchant transmission developer assumes all financial risk and funding requirements for developing its transmission project(s) and constructing the proposed transmission facility(ies). In order for a

proposed merchant transmission developer's facility to be interconnected to the Transmission System, it is first necessary for the impacted Transmission Owner and the Transmission Provider to analyze the reliability and operational impact of the proposed new merchant transmission facility(ies) on the Transmission System to determine if the new merchant transmission facilities can be reliably supported by the Transmission System, and if not, what Network Upgrades funded by the merchant transmission developer would be required to reliably support the proposed merchant transmission facility(ies). In order to perform the required reliability and operational analyses, the merchant transmission developer must provide the following data to the Transmission Provider:

(1) Each transmission circuit and substation, including new facilities, associated with the merchant transmission proposal;

(2) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, AC or DC) for each transmission circuit associated with the merchant transmission proposal;

(3) Typical and maximum MW power flow schedules, in each direction, for all proposed DC transmission circuits associated with the merchant transmission proposal;

(4) Normal and emergency summer and winter load ratings for each transmission circuit associated with the merchant transmission proposal;

(5) Maximum allowable positive sequence impedance for each AC transmission circuit associated with the merchant transmission proposal, when applicable;

(6) List of all transmission buses associated with the merchant transmission proposal, including nominal operating voltage level in kV, voltage characteristics, and terminating transmission branches and shunts;

(7) Proposed substation one-line diagrams for all new substations associated with the merchant transmission proposal, including circuit breaker and bus configuration details;

(8) Load ratings, winding connections, impedances, tap data, and any other relevant information for load carrying equipment and facilities associated with the merchant transmission proposal, as applicable;

(9) Modeling files to model proposed facilities and relevant new contingencies in power flow, stability, short-circuit and other relevant study models; and

(10) Any other data determined pertinent to the study by the Transmission Provider and/or interconnecting Transmission Owners for the specific merchant transmission facility proposal.

V. Designation of Entities to Construct, Implement, Own, Operate, Maintain, Repair, Restore, and/or Finance MTEP Projects: With the exception of Competitive Transmission Projects, for each project included in the recommended MTEP Appendix A and prior to approval by the Transmission Provider Board, the plan shall designate one or more Transmission Owners to construct, own, operate, maintain, repair, restore, and finance the recommended project, based on the planning analysis performed by the Transmission Provider and based on other input from participants, including, but not limited to, any indications of a willingness to bear cost responsibility for the project; and applicable provisions of the ISO Agreement. Regarding Competitive Transmission Projects, upon the determination of the Selected Developer(s) for such projects, as set forth in Section VIII of this Attachment FF, the Transmission Provider shall update the approved MTEP Appendix A by identifying the Selected Developer(s) for each Competitive

Transmission Project. Should the facilities from such Competitive Transmission Projects not be approved by state regulatory authorities as Competitive Transmission Facilities, but instead as upgrades to existing transmission facilities, as defined in Section VIII.A.2 of this Attachment FF, the Transmission Provider shall update MTEP Appendix A by designating the appropriate Transmission Owner(s) to construct, own, operate, maintain, repair, restore, and finance such facilities in accordance with the ISO Agreement.

VI. Implementation of the MTEP:

A. If the Transmission Provider and any Transmission Owner's planning representatives, or other designated entity(ies), cannot reach agreement on any element of the MTEP, the dispute may be resolved through the dispute resolution procedures provided in the Tariff, or in any applicable joint operating agreement, or by the Commission or state regulatory authorities, where appropriate. The MTEP shall have as one of its goals the satisfaction of all regulatory requirements as specified in Appendix B or Article IV, Section I, Paragraph C of the ISO Agreement.

B. The Transmission Provider shall present the MTEP, along with a summary of relevant alternative projects that were not selected, to the Transmission Provider Board for approval on a biennial basis, or more frequently if needed. The proposed MTEP shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, timetable, cost, and Transmission Owner or other parties' construction responsibilities.

C. Approval of the MTEP by the Transmission Provider Board certifies it as the Transmission Provider plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide a copy of the MTEP to all applicable federal and state regulatory authorities. The affected Transmission Owner(s), Selected Developer(s), or other designated entity(ies), shall make a good faith effort to design, certify, and build the designated facilities to fulfill the approved MTEP. However, in the event that an MTEP Appendix A project approved by the Transmission Provider Board is being challenged through the dispute resolution procedures under this Tariff or in court proceedings, the obligation of the Transmission Owners, or other designated entity(ies), to build that specific project (subject to required approvals) is waived until the approved project emerges from the dispute resolution procedures. In the event that selection of the Selected Developer(s) to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer(s) to construct the project pursuant to the Selected Developer Agreement is not waived. The Transmission Provider Board shall allow the Transmission Owners, or other designated entity(ies), to optimize the final design of specific facilities and their in-service dates if necessary to accommodate changing conditions, provided that such changes comport with the approved MTEP and provided that any such changes are accepted by the Transmission Provider through the Variance Analysis process described in Section IX of this Attachment FF, as necessary. Any disagreements concerning such matters shall be subject to the dispute resolution procedures of this Tariff.

D. The Transmission Provider shall assist the affected Owner(s), Selected

Developer(s), or other designated entity(ies), in justifying the need for, and obtaining certification of, any facilities required by the approved MTEP by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required. The Transmission Provider shall publish annually, and distribute to all Members and all appropriate state regulatory authorities, a five-to-ten-year planning report of forecasted transmission requirements. Annual reports and planning reports shall be available to the general public upon request.

VII. Multi-Value Project Costs and Benefits Review and Reporting

A. Frequency and Reporting of Multi-Value Project Review: For two (2) three (3) year cycles, as provided below and in the Business Practices Manual for Transmission Planning, the Transmission Provider shall conduct a review of the cumulative costs and benefits associated with any MVP(s) first included in an approved MTEP in the preceding six (6) years, and shall disseminate the results of such reviews to its stakeholders. The Transmission Provider shall use the review process and results to identify potential modifications to the MVP methodology and its implementation for projects to be approved at a future date.

1. Triennial MVP Review: Beginning with the third MTEP following approval of an MVP , and the third MTEP thereafter, the Transmission Provider shall conduct a MVP review, as provided in Section VII.B of this Attachment FF.
2. Calculation of Costs and Benefits: The Triennial MVP Reviews MVP Reviews shall calculate costs and benefits on a forward-looking basis over both twenty

(20)-year and forty (40)-year periods. The costs calculation shall use updated project costs and in-service dates provided in the latest MTEP quarterly status report, and the benefits calculation shall use updated future scenarios from the latest MTEP planning cycle. The results of the costs and benefits calculation shall be provided for each Cost Allocation Zone as defined in Attachment WW.

3. Dissemination of the Results of the Triennial MVP Reviews: Within a reasonable time after completion of each MVP review, the Transmission Provider shall disseminate the results of and supporting analysis for the MVP review through: (a) publication in the MTEP; (b) posting on the appropriate section of the Transmission Provider's public website; and (c) presentation to the appropriate stakeholder committees.

B. Scope of Triennial Multi-Value Project Review: Each Triennial MVP Review shall at a minimum include the following:

1. Quantitative Benefits: Analysis of the quantifiable economic benefits resulting from the addition of MVPs first included in an approved MTEP within the preceding six years, including, but not limited to:

   a. Congestion and Fuel Savings: Savings from increased access to lower cost Resources;

   b. Decreased Operating Reserves: Savings associated with lower Operating Reserve requirements;

   c. Decreased System Planning Reserve Margin: Savings associated with deferred generation investment due to a reduction in the system-wide

Planning Reserve Margin; and

d. Decreased Transmission Line Losses: Savings associated with deferred generation investment due to a reduction in the Capacity required to serve transmission losses during peak hours, to the extent that MVPs reduce such losses.

2. Public Policy and Other Qualitative Benefits: Analysis of the public policy and other qualitative benefits accruing from MVPs, such as newly interconnected wind units; and an increase in the percentage of the Transmission Provider's Energy needs being supplied by wind and/or other renewable resources, and wind curtailments.

3. Historical Data: Based on the historical data available to the Transmission Provider for the five (5) prior years, of information on certain additional market trend metrics including, but not limited to:

a. Congestion costs;

b. Energy prices;

c. Fuel costs;

d. Planning Reserve Margin requirements;

e. Number of newly interconnected Resources, by Resource type; and

f. The share of the Transmission Provider's Energy supplied, by Resource type.

VIII. COMPETITIVE TRANSMISSION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with identifying Competitive Transmission Facilities contained within a Market Efficiency Project or Multi-Value Project approved by the Transmission Provider Board in MTEP Appendix A; certifying entities as Qualified Transmission Developers, whether they are existing Transmission Owners or non-incumbent transmission developers; solicitation of Proposals from Qualified Transmission Developers to construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Facilities; evaluation of Proposals; and designation of a Selected Proposal and Selected Developer(s) pursuant to Section VIII of Attachment FF of the Tariff.

VIII.A. APPLICABILITY

Except as otherwise provided in Sections VIII.A.1, VIII.A.2 and VIII.A.3 of this Attachment FF, the Competitive Developer Selection Process shall be applicable to all transmission facilities and substation facilities located on the Transmission System and included in an Eligible Project.

VIII.A.1. State or Local Rights of First Refusal:

The Transmission Provider shall comply with any Applicable Laws and Regulations granting a right of first refusal to a Transmission Owner. The Transmission Owner will be assigned any transmission project within the scope, and in accordance with the terms, of any Applicable Laws and Regulations granting such a right of first refusal. These Applicable Laws and Regulations include, but are not limited to, those granting a right of first refusal to the incumbent Transmission Owner(s) or governing the use of existing developed and undeveloped right of way held by an incumbent utility.

VIII.A.2. Upgrades to Existing Transmission Facilities:

A Transmission Owner shall have the right to develop, own, and operate any upgrade to a transmission facility owned by the Transmission Owner, in accordance with this Tariff and the ISO Agreement.

For an Eligible Project that contains both upgrades to existing transmission facilities as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 and new transmission facilities that are not upgrades, the Transmission Provider shall apply the following rules to assign the facilities included in the Eligible Project to applicable incumbent Transmission Owners or Selected Developer.

a. If 80% or more of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement.

b. If less than 80% of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall divide the Eligible Project into two or more facilities or segments of facilities based upon the rules set forth in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF. For those facilities or segments of facilities that are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1, the

Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement. Those facilities or segments that are not exempt from the Competitive Developer Selections Process pursuant to Section VIII.A.1 through VIII.A.3 shall be subject to the Competitive Developer Selection Process.

For purposes of this Section VIII.A.2, the Transmission Provider shall use the cost estimates prepared by the Transmission Provider for presentation to the Transmission Provider Board at the time such facilities are approved for inclusion in Appendix A to calculate the total cost of the transmission facilities contained within an Eligible Project.

VIII.A.2.1. Upgrades to Existing Transmission Lines: Upgrades to existing transmission line facilities include any expansion, replacement, or modification, for any purpose, made to existing transmission line facilities classified as transmission plant and owned by one or more Transmission Owners, for reasons including, but not limited to:

(a) Increasing the load capability of the transmission line or an associated circuit;

(b) Increasing the nominal operating voltage of the transmission line or an associated circuit;

(c) Installing additional plant on an existing overhead or underground

transmission line facility, such as, but not limited to:

i. plant associated with an additional circuit installed on spare structure positions;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to existing transmission line facilities.

(d) Installing additional plant on a replaced overhead or underground transmission line facility, where the new additional circuit will be co-located with an existing transmission line, such as, but not limited to:

i. plant associated with an additional circuit installed on a replaced structure;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to replacement transmission line facilities.

(e) Any requirement or request to relocate transmission line facilities owned by an incumbent Transmission Owner where the purpose of the relocation is not part of the core scope of a Competitive Transmission Project, including, but not limited to, relocations driven by aesthetics, highway expansion projects, other infrastructure expansion projects, projects to improve the reliability or performance of the Transmission System, projects to reduce the cost to operate and maintain the Transmission System, projects to interconnect new generation and load, and projects to accommodate the relocation of an existing substation;

(f) Any requirement or request to relocate existing transmission line facilities owned by an incumbent Transmission Owner to accommodate Competitive Transmission Line Facilities associated with a Competitive Transmission Project, where such construction of the Competitive Transmission Line Facilities requires or requests use of the incumbent Transmission Owner's right-of-way and, as a result, also requires or requests transfer of the existing transmission facilities to alternative right-of-way or an alternative position on the same right-of-way based on either mutual consent of the incumbent Transmission Owner and Selected Developer(s) and/or the outcome of a state regulatory proceeding or court action;

(g) Functionally equivalent capital replacement of any portion of an existing transmission line facility due to aging, deterioration, damage,

poor performance, aesthetics, high operating and maintenance costs, or other similar reasons;

(h) Replacing one or more existing components of any existing transmission line facility, such as, but not limited to:

i. replacing existing conductors with higher capacity conductors or better performing conductors;

ii. replacing existing structures;

iii. replacing insulators rated at a specific voltage with insulators rated at a higher voltage;

iv. replacing aging or defective components associated with the existing transmission line;

(i) Improving the performance or characteristics of the existing transmission line for any reason;

(j) Converting an existing overhead transmission line to an underground transmission line on the same right-of-way and/or converting an existing underground transmission line to an overhead transmission on the same right-of-way;

(k) Improving land and land rights booked under the Commission's Uniform System of Accounts, Account Nos. 105, 350, and/or 380; or

(l) Any other modifications to existing transmission facilities.

VIII.A.2.1.1. Installation of additional transmission circuits on existing transmission lines:

If a Competitive Transmission Project includes developing a new transmission circuit and in a subsequent state or local regulatory proceedings determine that all or a portion of the circuit must be installed on an existing transmission line that is part of the Transmission System (i.e., co-located with existing transmission circuits on the same structures), the following rules will be used to determine what constitutes an upgrade:

(a) If the structures associated with the existing transmission line are multi-circuit structures and have spare positions to accommodate installation of one or more additional transmission circuit(s), installation of the new transmission circuit(s) on these spare structure positions will be considered an upgrade.

(b) If the structures associated with the existing transmission line can be expanded to accommodate installation of one or more additional transmission circuit(s), expansion of the structure and installation of the new transmission circuit(s) will be considered an upgrade.

(c) If the structures associated with the existing transmission line are not multi-circuit structures and cannot be expanded to accept additional circuits, do not have sufficient spare structure positions available to accommodate the new transmission circuit(s), or have spare structure positions that are reserved for future use by the incumbent Transmission Owner and not available for the new transmission circuit(s) in question, it will be necessary to rebuild

the existing transmission line to accommodate one or more additional transmission circuits. Under this scenario, all of the necessary and applicable actions (e.g., acquisition of additional right-of-way; removal of the existing transmission line plant; construction of new transmission line structures; transfer or replacement of the existing transmission line conductors, insulators, and shield wire(s); and installation of new conductors, insulators, and shield wire(s) associated with the new transmission circuit(s) co-located with existing transmission circuit(s) on the same structures; etc.) will be considered an upgrade.

VIII.A.2.2. Upgrades to Existing Substations:

Upgrades to existing substations include any expansions, replacements or modifications made, in part or in whole, to any existing substation or portion thereof that is owned by one or more Transmission Owners, and where some or all of the plant within the existing substation is classified as transmission plant. These upgrades include, but are not limited to:

(a) Replacing facilities and/or equipment within an existing substation footprint;

(b) Installing additional plant within an existing substation footprint;

(c) Modifying facilities and/or equipment within an existing substation footprint;

(d) Expanding an existing substation footprint within the existing substation site boundaries and installing additional plant within the expanded area;

(e) Acquiring additional land adjacent to the existing substation in conjunction with installation of additional plant within the boundaries of this additional land, including facilities to interconnect such plant to the existing substation plant; and

(f) Developing an additional footprint near the existing substation to facilitate effective expansion of the existing substation as further described below in Section VIII.A.2.2.1.

VIII.A.2.2.1. Expansion of an existing substation by developing an additional footprint near the existing substation:

Construction of a new substation footprint near an existing substation to facilitate expansion of the existing substation is considered an upgrade and is necessary when the transmission project calls for expansion of the existing substation and there is not sufficient space for such expansion. Upgrades through development of a second substation footprint can be accomplished in one of two ways. First, a second substation footprint can be developed near the existing substation footprint, and the two substation footprints will function electrically as a single substation and will be interconnected by bus extensions or connectors. An example would be expanding an existing substation that is landlocked by public roadways by

developing a second substation footprint on the other side of one of the roads and then installing an overhead single span connector which would function as a substation bus to interconnect the two substation footprints. Second, an existing substation could be retired for many reasons such as but not limited to: lack of room for future expansions, physical conditions such as soil subsidence, earthquake reinforcement requirements, to prevent flood damage, regulatory/public necessity/economic reasons, and other similar factors. A new substation could be developed nearby on a different site and all transmission circuits into the existing substation could be rerouted to the new site, which is essentially the relocation of an existing substation. These scenarios represent upgrades to an existing substation when the intent of the transmission project produced by the transmission planning process is to expand the existing substation rather than develop a new substation or to relocate an existing substation for reasons not related to implementation of a regionally cost shared transmission project.

VIII.A.3. Immediate Need Reliability Projects

Immediate Need Reliability Projects are projects that: (a) are identified in a Baseline Reliability Study needed to address a reliability need and needed within thirty-six (36) months from first Calendar Day of the month in which the Transmission Provider Board approves the project for inclusion in Appendix A of an MTEP; and (b) meet the criteria for designation as a Baseline Reliability Project pursuant to Section II.A.1 of this

Attachment FF, notwithstanding the fact that such project also meets the criteria set forth in Section II.B of this Attachment FF for classification as a Market Efficiency Project. The Transmission Provider shall designate the applicable Transmission Owner to develop, own, and operate all transmission facilities comprising such Immediate Need Reliability Project in accordance with the ISO Agreement.

VIII.A.3.1 Procedure for Review of Immediate Need Reliability Projects:

(a) Within thirty (30) Calendars Days after the Transmission Provider Board approves the respective MTEP, the Transmission Provider shall post a report on its website that separately identifies each Immediate Need Reliability Project that the Transmission Provider has determined to assign to the applicable Transmission Owner. The posted report shall include:

i. An identification of the transmission facilities contained within the Immediate Need Reliability Project;

ii. The need by date of each Immediate Need Reliability Project;

iii. A brief explanation of the reliability need(s), that each Immediate Need Reliability Project is required to address, including the reason(s) for the need by date, in sufficient detail to allow stakeholders to understand the need and why it is time sensitive;

iv. The date(s) and manner in which the reliability need was first identified during the planning process along with an explanation of why the need was not identified earlier;

v. An explanation of other transmission or, consistent with the provisions of

Section I.D.1.b, any non-transmission alternatives the Transmission Provider considered but concluded would not sufficiently address the immediate reliability need.

(b) If the Transmission Provider identifies any Immediate Need Reliability Projects pursuant to Section VIII.A.3.1(a), the Transmission Provider shall provide stakeholders with thirty (30) Calendar Days to submit comments in response to the report required by Section VIII.A.3.1(a) starting with the date that such report is posted on the Transmission Provider's website. Within sixty (60) Calendar Days after posting the report required by Section VIII.A.3.1(a), the Transmission Provider shall post the comments received together with any responses by the Transmission Provider.

(c) The Transmission Provider shall post and update at least annually a list of prior years' designations of Market Efficiency Projects that met the criteria in Section VIII.A.3, for designation as an Immediate Need Reliability Project which list shall contain both the need-by date and the date that the Transmission Owner placed the facility in service.

VIII.A.3.2 Immediate Need Reliability Project Dispute Resolution.

Any disputes regarding determinations to classify or not classify a transmission project as an Immediate Need Reliability Project and/or assign transmission facilities associated with such Immediate Need Reliability Project to the Transmission Owner will be referred to the Dispute Resolution Process under Attachment HH of this Tariff. In the event that such classification and/or assignment is being challenged through the Dispute Resolution

Process under Attachment HH of the Tariff, the obligation of the designated Transmission Owner to construct such facilities is not waived.

VIII.B. COMPETITIVE DEVELOPER QUALIFICATION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with certifying entities as Qualified Transmission Developers, whether they are existing Members or non-incumbent transmission developers.

VIII.B.1. Qualified Transmission Developers:

Only Qualified Transmission Developers may submit Proposals in response to a Request for Proposals posted by the Transmission Provider for a Competitive Transmission Project. The Transmission Provider will maintain a list of Qualified Transmission Developers on its website that will be updated within thirty (30) Calendar Days of the conclusion of the Competitive Developer Qualification Process.

VIII.B.2. Prequalification Process:

The Transmission Provider will open a prequalification window each quarter of the calendar year for entities that are not currently listed as Qualified Transmission Developers, including existing Members, Non-incumbent Developers, and Non-owner Members, by posting on its website a Transmission Developer Application template and invitation to submit a Transmission Developer Application. To become a Qualified Transmission Developer, each Transmission Developer Applicant must submit a Transmission Developer Application using the template(s) posted with the invitation and further described in the applicable Business Practices Manuals, by the deadline specified

in the invitation, but no less than thirty (30) Calendar Days from the date the invitation was posted. The Transmission Developer Applicant shall submit its completed Transmission Developer Application by the day specified as the deadline in accordance with the requirements in the applicable Business Practices Manual. The Transmission Developer Applicant shall also submit a non-refundable transmission developer application fee, as further described in the applicable Business Practices Manuals, in the amount of $20,000.00 by 5:00 PM EPT on the day specified as the Transmission Developer Application deadline to cover the cost of processing, reviewing, and determining whether the Transmission Developer Applicant does or does not satisfy all the qualification requirements required by Sections VIII.B.4(a) – (g) and VIII.B.4.1 – VIII.B4.4 of this Attachment FF to be certified as a Qualified Transmission Developer. A Transmission Developer Applicant may rely on the resources, capabilities, or competencies of an Affiliate to satisfy the qualification requirements contained in Sections VIII.B.4.1 – VIII.B.4.4 provided that the Transmission Developer Applicant: (a) clearly identifies in the Transmission Developer Application which prequalification requirements the Transmission Developer Applicant will rely on its Affiliate to satisfy; (b) clearly identifies the resources, capabilities, and/or competencies of the Affiliate the Transmission Developer Applicant intends to rely on to satisfy each prequalification requirement; and (c) includes with its Transmission Developer Application submission a Statement of Support executed by the Affiliate on which the Transmission Developer Applicant will rely for such support.

VIII.B.2.1. Completed Transmission Developer Applications:

To the extent the Transmission Provider finds the Transmission Developer Application deficient of information or data required by the Transmission Developer Application template(s), the Transmission Provider will notify the Transmission Developer Applicant of the deficiencies electronically within thirty (30) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application. The Transmission Developer Applicant shall have thirty (30) Calendar Days from the date the Transmission Provider's deficiency notification was sent to submit the additional data required to the Transmission Provider. No additional Transmission Developer Application cure period will be allowed for the purposes of gaining Qualified Transmission Developer status.

VIII.B.2.2. Transmission Developer Application Review:

The Transmission Provider will review each Transmission Developer Application that has been cured of any identified deficiencies and will notify each Transmission Developer Applicant of the Transmission Provider's decision to certify or not certify the Transmission Developer Applicant as a Qualified Transmission Developer within one-hundred eighty (180) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application.

The Transmission Provider will certify those Transmission

Developer Applicants that meet the qualification requirements specified in Sections VIII.B.2 and VIII.B.4 of this Attachment FF and the applicable Business Practices Manuals. If the Transmission Provider does not certify a Transmission Developer Applicant, it will provide the Transmission Developer Applicant with a written explanation detailing its determination within thirty (30) Calendar Days after notification.

The Competitive Transmission Executive Committee shall have the exclusive and final authority to approve or reject Transmission Developer Applications and certify Transmission Developer Applicants as Qualified Transmission Developers.

VIII.B.3. Biennial Recertification Process:

Each Qualified Transmission Developer that intends to remain qualified must recertify its Qualified Transmission Developer status every second calendar year as determined by the recertification cycle posted by the Transmission Provider. The Transmission Provider will assign each Qualified Transmission Developer to a recertification cycle after the Qualified Transmission Developer's initial application is approved. Before July 15 of the year immediately preceding the year in which a QTD is due for recertification, the Transmission Provider will send a notification to each Qualified Transmission Developer that is required to recertify its status in accordance with Section VIII.B.3.1 of this Attachment FF.

VIII.B.3.1. Recertification Submission Requirements:

Each Qualified Transmission Developer that is sent a recertification

notification shall submit, within thirty (30) Calendar Days after the recertification notification is sent, a recertification statement in a form to be provided by the Transmission Provider, executed by an authorized representative of the Qualified Transmission Developer. There will be no fee for the first recertification, but for each recertification thereafter, the Qualified Transmission Developer shall also submit a non-refundable transmission developer recertification fee in the amount of $2,000 as further described in the applicable Business Practices Manuals, by 5:00 PM EPT on the day specified as the Qualified Transmission Developer recertification deadline. The recertification statement shall confirm, to the best of the Qualified Transmission Developer's knowledge, that the Qualified Transmission Developer continues to meet the requirements for initial qualification as set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF. The recertification statement shall also contain a completed checklist indicating whether the Qualified Transmission Developer, or any parent or affiliate whose resources are relied upon for recertification, have experienced certain changes since the date the Qualified Transmission Developer last submitted a Transmission Developer Application or recertification statement. The specific changes shall be identified in the recertification notice and may include, but are not limited to: (1) merger, reorganization, or a change in the identity of any parent or affiliate providing support; (2) changes to the Qualified Transmission Developer's legal name, state of domicile, or MISO membership status; (3) bankruptcies, liquidations,

receiverships or general assignments; (4) any new legal or regulatory violations that would be required to be reported in a Transmission Developer Application pursuant to Section VIII.B.4.3 of this Attachment FF; and (5) any specific changes that the Transmission Provider identifies as necessary to evaluate a Qualified Transmission Developer's continued qualifications.

A properly completed and executed recertification statement stating that the Qualified Transmission Developer and, if applicable, its supporting parent or affiliate, has not experienced any of the changes listed by the Transmission Provider in the recertification statement form shall be deemed a completed recertification application.

If a Qualified Transmission Developer identifies in its recertification statement that any of the changes specified in the recertification statement form accompanying the recertification notice have occurred, initial disclosure shall not create any presumption of disqualification. Upon receipt of an executed recertification statement indicating that a listed change has occurred, the Transmission Provider shall provide the Qualified Transmission Developer with further instructions for submitting information and explanations to enable the Transmission Provider to evaluate the effect of the identified changes on the Qualified Transmission Developer's continued qualifications. Such further instructions shall be tailored to the disclosed change and shall be due no later than thirty (30) Calendar Days after the date that the additional information request was sent to the Qualified Transmission Developer.

Should a Qualified Transmission Developer fail to submit a properly completed recertification statement or any information in response to the Transmission Provider's request for further information within the applicable submission periods specified in this Section VIII.B.3.1 of this Attachment FF, the Transmission Provider shall notify the Qualified Transmission Developer electronically within five (5) Business Days of the deadline specified in the renewal notification or request for further information of any deficiencies that the Transmission Provider has identified. The Qualified Transmission Developer will have five (5) Business Days from the date of notification of deficiency to cure the identified deficiencies by submitting the required information. Should a Qualified Transmission Developer fail to cure the identified deficiency during this five (5) Business Day period, the Transmission Provider will deem that the Qualified Transmission Developer has requested to voluntarily terminate its certification as a Qualified Transmission Developer in accordance with Section VIII.B.5 of this Attachment FF.

VIII.B.3.2. Review of Recertification Submissions.

The Transmission Provider shall review each Qualified Transmission Developer's recertification submission, any supporting information and explanations, and the annual financial information submitted pursuant to Section VIII.B.8 of this Attachment FF. The Transmission Provider shall determine whether the information included in the submission warrants recertification or termination of a Qualified

Transmission Developer's status under the standards established in Section VIII.B.1 through VIII.B.4.4 of this Attachment FF. The Transmission Provider will notify each Qualified Transmission Developer as to whether or not such entity has been recertified, within one-hundred eighty (180) Calendar Days of the date the Transmission Provider sent the recertification notification.

In the event that the Competitive Transmission Executive Committee terminates or determines not to recertify a Qualified Transmission Developer, the Transmission Provider shall provide that entity with a written explanation detailing its determination within thirty (30) Calendar Days of such notification. If the Transmission Provider either terminates or does not recertify a Qualified Transmission Developer, such entity may seek re-qualification during any subsequent qualification process as described in Section VIII.B.2 of this Attachment FF. The Competitive Transmission Executive Committee shall have the exclusive and final authority to recertify or terminate a Qualified Transmission Developer's Qualified Transmission Developer status.

VIII.B.4. Requirements for Qualified Transmission Developer Status:

To be certified as a Qualified Transmission Developer, the requirements set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF must be satisfied. A Transmission Developer Applicant may elect to satisfy one or more of these requirements by referencing and/or utilizing the qualifications, capabilities,

and/or competencies of one or more Affiliates instead of, or in addition to, those of the Transmission Developer Applicant. Should a Transmission Developer Applicant elect to reference and/or utilize the qualifications, capabilities, and/or competencies of one or more Affiliates, the Transmission Developer Applicant must: (a) clearly identify in the Transmission Developer Application each Tariff requirement that the Transmission Developer Applicant intends to rely on an Affiliate to satisfy; and (b) include in the Transmission Developer Application an executed Statement of Support for each such Affiliate that acknowledges that the Transmission Developer Applicant is relying on the specified qualifications, capabilities, and/or competencies of the Affiliate. A Transmission Developer Applicant may elect to satisfy one or more of the requirements of VIII.B.4.3(a) and VIII.B.4.3(b) of this Attachment FF by submitting documentation pertaining to an Affiliate provided that the Transmission Developer Applicant also submits such documentation pertaining to itself, included an executed Statement of Support in the Transmission Developer Application for each such Affiliate, and has clearly identified which information and documentation pertains to the Affiliate and which information and documentation pertains to itself.

The general requirements applicable to Qualified Transmission Developers include the following:

(a) The Transmission Developer Applicant shall be a Transmission Owner or a Non-owner Member in good standing at the time the Transmission Developer Application is acted on by the Transmission Provider and shall maintain such status.

(b) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to execute the ISO Agreement should it be designated as a Selected Developer and to list any Competitive Transmission Facilities for which it is designated a Selected Developer, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation); or (ii) state that it is already a signatory to the ISO Agreement and submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that it will list any Competitive Transmission Facilities for which it is designated as a Selected Developer for, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement. The execution of the ISO Agreement must take place after the Competitive Transmission Facilities have been constructed but prior to their energization and the addition of the Competitive Transmission Facilities to Appendix H of the ISO Agreement must take place after the Competitive Transmission Facilities have been energized;

(c) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to comply with all Applicable Laws and Regulations, codes, and standards governing the engineering, design,

construction, operation, and maintenance of transmission facilities including, but not limited to, federal laws; applicable state and local laws; applicable state and local building codes; federal regulatory requirements; applicable state and local regulatory requirements; applicable state and local licensing authorities; the National Electric Safety Code; the National Electric Code; Applicable Reliability Standards; and Good Utility Practice should the Transmission Developer Applicant be designated as a Selected Developer for one or more Competitive Transmission Facilities;

(d) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to register with NERC in accordance with NERC's registration guidelines as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC, for all Competitive Transmission Facilities that the Transmission Developer Applicant, if designated as the Selected Developer, will own; or (ii) demonstrate that the Transmission Developer Applicant is already registered with NERC, in accordance with NERC's registration guidelines, as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC;

(e) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission

Developer Applicant, that if designated as the Selected Developer, the Transmission Developer Applicant shall either: (i) contract with the interconnecting Local Balancing Authority(s) to include the Competitive Transmission Facilities within the boundaries of the interconnecting LBA and demonstrate to the satisfaction of the Transmission Provider and per agreement by the interconnecting LBA that applicable LBA-related tasks associated with the proposed Competitive Transmission Facilities that may be delegated to an LBA by the Balancing Authority Agreement will be carried out either by the LBA or the Transmission Developer Applicant if designated as a Selected Developer; or ii) execute the Balancing Authority Agreement, register with NERC as a Balancing Authority (BA), and be designated as the Local Balancing Authority for any proposed Competitive Transmission Facilities, unless the Transmission Developer Applicant is already registered with NERC as a BA and designated as an LBA for one or more of the existing transmission facilities that may interconnect directly with any Competitive Transmission Facilities associated with the Competitive Transmission Project(s) that the Transmission Developer may be awarded;

(f) The Transmission Developer Applicant shall make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if designated as a Selected Developer, it shall comply with the FERC Form 715 Part 4 TRPC, Transmission Planning Criteria and

Guidelines on file with FERC and established by each incumbent Transmission Owner whose existing transmission facilities will interconnect directly with the Competitive Transmission Facilities; and

(g) The Transmission Developer Applicant must make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if it is designated as a Selected Developer, it shall comply with current requirements and standards regarding the interconnection of transmission facilities published by each Transmission Owner or non-Member to which Competitive Transmission Facilities will interconnect including, but not limited to, those standards and requirements required for compliance with the applicable NERC Facilities Design, Connections, and Maintenance ("FAC") Reliability Standards.

VIII.B.4.1. Project Implementation Requirements:

Each Transmission Developer Applicant shall submit documentation to demonstrate to the Transmission Provider that the Transmission Developer Applicant has or can obtain sufficient capabilities and competencies to satisfy the following project implementation requirements for Competitive Transmission Projects:

(a) Project management;

(b) Routing and siting studies including public outreach;

(c) Preliminary and detailed engineering and surveying;

(d) Material and equipment procurement;

(e) Construction; and

(f) Commissioning.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform project implementation tasks if chosen as the Selected Developer for a Competitive Transmission Project. First, the Transmission Developer Applicant may provide evidence that it currently develops transmission projects by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and the infrastructure and resources it has in place to perform the project implementation activities to develop such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific project implementation tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of project management, engineering, material, and construction standards and practices to be followed for specific types of facilities; (vi) route and site studies (including public outreach); and (vii) procuring adequate capital to develop transmission projects.

In the event that a Transmission Developer intends to demonstrate its project implementation qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit either as part of its business implementation plan or in separate documentation an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to satisfy the foregoing project implementation requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.2 Operations, maintenance, repair, and replacement requirements:

Each Transmission Developer Applicant shall submit documentation that demonstrates to the Transmission Provider that the Transmission Developer Applicant possesses or can obtain sufficient capabilities and competencies to adequately perform the following operations, maintenance, testing, inspection, repair, and replacement tasks for any Competitive Transmission Facilities associated with a Competitive Transmission Project once such facilities are in service and part of the Transmission System:

(a) Forced outage response for transmission line circuits;

(b) Forced outage response for substations;

(c) Switching for transmission line circuits;

(d) Switching for substations;

(e) Transmission line emergency repair;

(f) Substation emergency repair and testing;

(g) Transmission line preventative and/or predictive maintenance, including vegetation management;

(h) Substation preventative and/or predictive maintenance including equipment testing;

(i) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, as applicable, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(j) Real-time operations monitoring and control capabilities;

(k) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(l) Once a Transmission Developer, the Transmission Provider may require additional demonstration of qualifications to operate, maintain, restore, test, inspect, and replace specific Competitive Transmission Facilities associated with specific Competitive Transmission Projects for a specific Request for Proposals.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform operations and maintenance services if chosen as the Selected Developer for a Competitive Transmission Project. First, Transmission Developer Applicant may provide evidence that it currently owns and/or operates and maintains electric transmission facilities by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and/or

operates and maintains and the infrastructure and resources it has in place to perform the operations and maintenance activities for such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, spare materials and equipment, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific operations and maintenance tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of maintenance standards and practices to be followed for specific types of facilities; (vi) developing standards governing where personnel, equipment, and spare parts/equipment will be maintained with respect to potential future facilities (e.g., maximum distance between facility and local office, etc.); (vii) emergency response times; and (viii) maintaining adequate capital procurement capabilities to rebuild facilities following major catastrophic outages (including property insurance and risk mitigation strategies).

In the event that a Transmission Developer Applicant intends to demonstrate its operations and maintenance, repair and replacement qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit, either as part of its

business implementation plan or in separate documentation, an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to implement the foregoing project operation, maintenance, repair, and replacement requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Qualified Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.3. Legal Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant, if designated a Selected Developer, to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A summary of legal and/or regulatory violations during the past five (5) years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business, by the Transmission Developer Applicant found by federal or state courts, federal regulatory agencies, state public utility commissions, other regulatory agencies, or attorneys general. This includes, but is not limited to, the Federal Energy Regulatory Commission, North American Electric Reliability Corporation Reliability Standards, Securities Exchange Commission ("SEC") regulations, U.S. Commodity Futures Trading Commission ("CFTC") regulations, and other applicable requirements. Notwithstanding the foregoing,

the Transmission Developer Applicant does not need to provide any information regarding violations of the Applicable Reliability Standards that were resolved as a compliance exception as defined by the NERC rules of procedure.

(b) A summary of any and all instances in which the Transmission Developer Applicant is currently under investigation or is a defendant in a proceeding involving an attorney general or any state or federal regulatory agency, for violation of any laws, including regulatory requirements, during the past five years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business. The Transmission Developer Applicant shall include an affidavit signed by an authorized officer of the Transmission Developer Applicant's company stating that the information in the submission is true and accurate and that the Transmission Developer Applicant will comply with all applicable requirements in this Tariff, the Business Practices Manuals, or other applicable Transmission Provider documents or agreements.

VIII.B.4.4 Financial Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A proposed financial plan demonstrating adequate capital resources (e.g., current assets, revolving lines, commercial paper, letter of credit, stock or bond issuance or other sources of liquidity) are available to the Transmission Developer Applicant to allow for Competitive Transmission Projects to be implemented on schedule and associated Competitive Transmission Facilities to be operated and maintained appropriately after the facilities are in service.

(b) The credit rating(s) for the Transmission Developer Applicant from Moody's Investor Services, Inc., Standard and Poor's Rating Group and/or other Nationally Recognized Statistical Rating Organization ("NRSRO") as recognized by the Securities and Exchange Commission ("SEC"). In the event the Transmission Developer Applicant is rated by more than one NRSRO, then the lowest rating will be the benchmark for consideration of demonstrating and maintaining an investment grade credit rating. For

example, an investment grade rating is considered to be a rating of Baa3 or above from Moody's Investor Services, Inc. or BBB- or above from Standard and Poor's Rating Group (equivalent ratings will be used for other rating agencies). The focus of the review will be on the entity's unsecured, senior long-term debt ratings (not supported by third-party enhancements). If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings.

In the event the Transmission Developer Applicant does not have an investment grade rating, the Transmission Provider will consider the other information the Transmission Developer Applicant has submitted to evaluate its financial capability to construct the transmission facility in a timely manner, and to maintain and operate it reliably for the long term.

(c) General financial information, including two (2) years of audited financial statements with notes to the financials and a signed commitment by an authorized representative of the Transmission Developer Applicant that it is not aware of any material events or circumstances that would likely result in a material adverse weakness in financial strength throughout project implementation of future Competitive Transmission Projects that it might be awarded after it is certified as a Transmission Developer. In the event the Transmission Developer Applicant does not have two (2) years of audited financial statements and has not submitted two (2) years of audited financial statements from an Affiliate providing an executed

Statement of Support, the Transmission Developer Applicant must submit an audited balance sheet dated within the last ninety (90) days. It must also submit *pro forma* financials for the next fiscal year which include an income statement, balance sheet, and statement of cash flows.

(d) A summary of any history of bankruptcy, dissolution, merger, or acquisition of the Transmission Developer Applicant, or any predecessors in interest for the current calendar year and the five (5) calendar years immediately preceding its submission of the Transmission Developer Application. This information must also be submitted for any Affiliate providing a Statement of Support to satisfy any of the requirements in Section VIII.B.4.4 of this Attachment FF.

VIII.B.5. Voluntary Termination of Qualified Transmission Developer Status:

A Qualified Transmission Developer that desires to voluntarily terminate its' status as a Qualified Transmission Developer, may do so at any time by notifying the Transmission Provider. Upon such notification, the Transmission Provider will update the Qualified Transmission Developer list within thirty (30) Calendar Days of the notification. Failure of a Qualified Transmission Developer to timely submit a recertification statement pursuant to Section VIII.B.3.1 of this Attachment FF of the Tariff shall be deemed a voluntary termination under this Section VIII.B.5 of this Attachment FF. A terminated Qualified Transmission Developer may become a Qualified Transmission Developer again by following the process outlined in Section VIII.B.2 of this Attachment FF of the Tariff for Transmission Developer Applicants

seeking Qualified Transmission Developer status in a subsequent qualification process.

VIII.B.6. Confidential Treatment of Competitive Developer Qualification Information:

All information submitted with Transmission Developer Applications and recertification submittals will be considered Confidential Information, except for the name of the organization to be posted on the Qualified Transmission Developer list, and will not be publicly posted or shared with any individual except for employees of the Transmission Provider and/or contractors of the Transmission Provider that have executed appropriate non-disclosure agreement(s).

VIII.B.7. Alternative Dispute Resolution:

Any Transmission Developer Applicant who is not approved as a Qualified Transmission Developer by the Transmission Provider may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the Transmission Provider's written explanation detailing its determination to deny the Transmission Developer Application. Any entity that is not recertified as a Qualified Transmission Developer by MISO, or a Qualified Transmission Developer whose Qualified Transmission Developer status is terminated, may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the MISO's written explanation detailing its determination to not recertify or to terminate the entity's Qualified Transmission Developer status.

VIII.B.8. Ongoing Responsibilities of Qualified Transmission Developers:

Each Qualified Transmission Developer has an ongoing duty to provide the

Transmission Provider with notification as soon as reasonably practical should any of the changes specified in Section VIII.B.3.1 of this Attachment FF occur and a copy or link to their audited financial statements annually, within thirty (30) Calendar Days of such statements being prepared. The Competitive Transmission Executive Committee shall have the exclusive and final authority to make determinations regarding the continued qualifications of Qualified Transmission Developers based upon the information received in accordance with this Section VIII.B.8.

VIII.C. REQUEST FOR PROPOSALS

Should Appendix A of a Transmission Provider Board approved MTEP contain Eligible Projects, the Transmission Provider will review each such Eligible Project to determine whether or not it contains any Competitive Transmission Facilities. The Transmission Provider will release a Request for Proposals (RFP) for each Competitive Transmission Project pursuant to Section VIII.C of this Attachment FF and the applicable Business Practices Manuals. If Appendix A of a Transmission Provider Board approved MTEP contains only one (1) Competitive Transmission Project, the Transmission Provider will release an RFP within sixty (60) Calendar Days of the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If Appendix A of a Transmission Provider Board approved MTEP contains multiple Competitive Transmission Projects, the Transmission Provider shall have the option to stagger the release of each RFP associated with the multiple Competitive Transmission Projects.

If the Transmission Provider elects to stagger the release of RFPs, the Transmission Provider shall take the following actions following the date that the Transmission Provider

Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP: (1) Within ten (10) Business Days publicly post on its website a statement indicating that the Transmission Provider will stagger the RFP release dates; (2) Within thirty (30) Calendar Days post a schedule listing the planned release dates for each RFP, with the first RFP being released within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board. In determining the schedule of RFP releases when staggering is used, the Transmission Provider will consider the timing impacts of the Competitive Developer Selection Process with respect to the in-service dates of the Competitive Transmission Projects. In all events, the schedule of RFP releases developed by the Transmission Provider shall provide that all RFPs are released not later than three hundred and sixty five (365) Calendar Days after the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If the Transmission Provider elects not to stagger the release of RFPs, the Transmission Provider shall release each RFP within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board.

VIII.C.1. Minimum Contents of a RFP:

Each RFP shall include, at a minimum, a listing of each Competitive Transmission Facility contained within the Competitive Transmission Project, the Proposal Submission Deadline, the applicable items specified in Sections VIII.C.1.1 and VIII.C.1.2 of this Attachment FF to the Tariff, any applicable items specified in the Transmission Provider's Business Practices Manuals, and a list of the current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) and established by any transmission owner(s) that are not a Member who have chosen to provide interconnection standards and

requirements to the Transmission Provider, to which the Competitive Transmission Project will interconnect. The Transmission Provider reserves the right to specify any additional information in a RFP including, but not limited to, any additional information for specific Competitive Transmission Line Facilities and/or Competitive Substation Facilities. The Transmission Provider shall include in each RFP a list of any aspects, or elements of the Competitive Transmission Project that the Transmission Provider anticipates at the time of posting to be particularly important for the success of the Competitive Transmission Project. This information shall be provided for informational purposes only and shall not alter the criteria and/or weightings applicable to evaluation of the Proposals pursuant to Sections VIII.E through VIII.E.3 of this Attachment FF.

If and to the extent a RFP contains any Critical Energy Infrastructure Information (CEII), the Transmission Provider will redact such CEII for public posting and create a non-public RFP containing the CEII which will be available to entities and individuals that have executed the appropriate CEII and non-disclosure agreements required by the Transmission Provider. Information on how to request the non-public RFP will be provided in the publicly posted RFP. Pursuant to Section VIII.A.1 of this Attachment FF, only Competitive Transmission Facilities eligible under state law will be included in the Competitive Transmission Project where (i) all other Competitive Transmission Facilities and (ii) upgrades as described in Section VIII.A.2 of this Attachment FF will be assigned to the applicable incumbent Transmission Owner in accordance with the ISO Agreement.

VIII.C.1.1 RFP Requirements for Competitive Transmission Line Facilities:

Each RFP that includes one or more Competitive Transmission Line

Facilities will specify, at a minimum, the following items for each Competitive Transmission Line Facility:

(a) Expected in-service date;

(b) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, three-phase AC, bipolar DC, etc.) for each transmission circuit;

(c) Terminating substations and buses for each transmission circuit;

(d) Minimum required normal and emergency load ratings for both summer and winter seasons for each transmission circuit; and

(e) Maximum allowable positive sequence impedance for each transmission circuit when determined applicable by planning studies performed by the Transmission Provider.

VIII.C.1.2 RFP Requirements for Competitive Substation Facilities:

Each RFP that includes one or more Competitive Substation Facilities will specify, at a minimum, the following information for each Competitive Substation Facility:

(a) Expected in-service date;

(b) List of all transmission buses within the Competitive Substation Facility, including nominal operating voltage level in kV and voltage characteristics;

(c) List of all major equipment and facilities within the Competitive Substation Facility and associated terminating buses including

power transformers, voltage regulators, phase angle regulators, series reactors, series capacitors, shunt reactors, shunt capacitors, static VAR compensators, DC converters, transmission line circuit terminals, generator terminals, and loads;

(d) Limitations on and/or requirements for bus configurations when determined applicable by planning studies performed by the Transmission Provider including required load ratings of circuit breakers, disconnects, bus sections and other load carrying equipment under alternative bus configurations;

(e) Required load ratings for all load carrying equipment and facilities identified in item (c) above;

(f) Winding connection and tap requirements for power transformers, voltage regulators, phase angle regulators and load tap changers when determined necessary by planning studies performed by the Transmission Provider;

(g) Impedance requirements for power transformers, phase angle regulators, series reactors and series capacitors when determined necessary by planning studies performed by the Transmission Provider; and

(h) Limitations on and/or requirements for protection systems when determined applicable by a planning driver or Applicable Reliability Standard or in order to ensure a compatible

interconnection with existing protection systems associated with existing transmission facilities to which the Competitive Transmission Facilities will interconnect.

VIII.D. PROPOSALS

Proposals may be submitted only in response to an RFP issued by the Transmission Provider and only by entities that are certified as a Qualified Transmission Developer at the time such Proposal is submitted. Once submitted and unless withdrawn pursuant to Section VIII.D.8 of this Attachment FF, Proposals shall be held open as offers capable of acceptance by the Transmission Provider until such time as the Transmission Provider announces the identity of the Selected Developer and designates an Alternate Selected Developer pursuant to Sections VIII.E.2 and VIII.H of this Attachment FF.

VIII.D.1. Proposal Submission Deadline:

Proposals shall be submitted to the Transmission Provider no later than 5:00 PM EPT on the Proposal Submission Deadline. The Proposal Submission Deadline will be the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the Transmission Provider issued the RFP, unless the one hundred and sixty-five (165) day maximum duration causes the Proposal Submission Deadline to fall on a Saturday, Sunday, or holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a holiday.

VIII.D.2. Proposal Deposit:

An RFP Respondent must submit an initial deposit, in an amount not to exceed $150,000.00 (in August 2023 dollars), to the Transmission Provider. The Transmission

Provider shall calculate the maximum amount of the deposit by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from August 2023, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100. The RFP shall state the amount of each deposit, the date(s) by which such deposit must be received, and any applicable submission requirements. In no event shall an RFP specify a deadline for submitting Proposal deposits that is more than thirty (30) Calendar Days prior to the Proposal Submission Deadline. Only one (1) proposal deposit is required for each Proposal, regardless of the number of RFP Respondents and Proposal Participants involved with the Proposal. In the event that an RFP Responder submits an initial deposit for a Proposal before the Proposal Submission Deadline specified in an RFP but does not submit the corresponding Proposal for such RFP by the Proposal Submission Deadline, the Transmission Provider shall refund the full amount of such deposit within thirty (30) Calendar Days after the Proposal Submission Deadline. Each deposit submitted to the Transmission Provider will be held in an interest-bearing account.

VIII.D.3. RFP Administration and Proposal Evaluation Expenses:

RFP Respondents shall, on a *pro rata* basis, be responsible for paying the actual costs incurred by the Transmission Provider, including the costs of the expert consultant(s) engaged to assist the Transmission Provider, in administering the Competitive Developer Selection Process for the specific RFP that the RFP Respondent(s) responded to through its Proposal submission. The Transmission Provider

will track all costs, including the Transmission Provider's time and the costs of the expert consultant(s), in administering the Competitive Developer Selection Process for each specific RFP.

The Transmission Provider shall evaluate all Proposals submitted in response to a specific RFP together and apply each of their respective proposal deposits equally to the cost of administering the Competitive Developer Selection Process for that specific RFP, except for Proposals that were found to be deficient by the Transmission Provider and were refunded 90% of the proposal deposit under Section VIII.D.10 of Attachment FF of the Tariff. Any shortfall will be billed by the Transmission Provider on a *pro rata* basis to each Proposal submitted in response to the RFP. Each respective RFP Respondent(s) is responsible for paying the *pro rata* share allocated to its Proposal(s) within thirty (30) Calendar Days of receiving notice of such shortfall. If a RFP Respondent fails to pay the expenses allocated to any of the Proposals it submitted within sixty (60) Calendar Days of the monthly invoice remittance date, those Proposals shall be disqualified from further consideration and evaluation by the Transmission Provider. Furthermore, the RFP Respondent may lose its Qualified Transmission Developer designation at the sole discretion of the Transmission Provider as they are no longer in good standing with the Transmission Provider pursuant to Section VIII.B.4.a of Attachment FF of the Tariff.

Any funds remaining after the Transmission Provider has completed the Competitive Developer Selection Process, including the issuance of refunds to Proposals that were withdrawn pursuant to Section VIII.D.8 of Attachment FF of the Tariff or deemed deficient pursuant to Section VIII.D.10 of Attachment FF of the Tariff, will be

refunded by the Transmission Provider on a *pro rata* basis to each Proposal within seventy-five (75) Calendar Days following the designation of the Selected Proposal, including any interest actually earned on such deposits.

VIII.D.4. Proposal Submission Format:

Proposals shall be submitted to the Transmission Provider prior to the Proposal Submission Deadline. Proposals shall be submitted to the Transmission Provider in accordance with the requirements specified in the RFP and Business Practices Manuals (e.g. the location, format, number of copies, use of submission templates, etc.). Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The Transmission Provider may provide template(s) for Proposal submissions and, if provided, RFP Respondents shall utilize the template(s) in submitting their Proposals. Any questions or inquiries regarding an issued RFP from the date the RFP was issued through the date that the selection report for the Competitive Transmission Project is publicly posted shall be solely directed to the Transmission Provider through the contacts listed in the RFP and not to the interconnecting incumbent Member(s).

VIII.D.4.1. Single-Developer Proposal:

A Single-Developer Proposal is a Proposal submitted by a single RFP Respondent that would become the sole Selected Developer for the Competitive Transmission Project, should its Single-Developer Proposal be designated as the Selected Proposal by the Transmission Provider.

VIII.D.4.2. Joint-Developer Proposal:

A Joint-Developer Proposal is a Proposal submitted jointly by two or more RFP Respondents that would each be designated as Selected Developers for the Competitive Transmission Project, should the Joint-Developer Proposal be designated as the Selected Proposal by the Transmission Provider. The Joint-Developer Proposal shall only be submitted once to the Transmission Provider by one of the RFP Respondents. Each RFP Respondent of a Joint-Developer Proposal shall either: (i) acknowledge and agree to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.4.3. Proposal Participants:

RFP Respondents may convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s) at any time, provided however that (i) the RFP Respondent(s) identified and disclosed in its Proposal the Proposal Participants to which an interest will be conveyed; (ii) RFP

Respondent(s) convey such an interest on substantially the same terms as disclosed in the Proposal; (iii) the Aggregate ATRR for the Competitive Transmission Project shall not exceed the Aggregate ATRR contained in the Proposal; (iv) each RFP Respondent and each Proposal Participant to which an interest will be conveyed has each provided a written agreement committing to any applicable cost-containment measures contained in the Proposal; (v) each RFP Respondent and each identified Proposal Participant has each executed the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized; and (vi) each RFP Respondent and each identified Proposal Participant has listed the Competitive Transmission Facilities for which it owns or has been conveyed an ownership interest in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation). If a Proposal identifies one or more Proposal Participants, the RFP Respondent(s) that convey such an interest shall acknowledge and agree to be responsible for all aspects of the Competitive Transmission Project, notwithstanding any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s). Except as provided in Section VIII.D.5 of Attachment FF of the Tariff, the Transmission Provider shall only evaluate the capabilities and resources of the RFP Respondent(s) when evaluating a Proposal.

VIII.D.5. Proposal Content Requirements:

Each Proposal shall include all data and information required by the RFP, applicable Business Practices Manuals, and Tariff including, but not limited to, the items specified below in Section VIII.D.5 of Attachment FF of the Tariff. RFP Respondents may include additional data and information in the Proposal if they believe it is relevant and useful to the evaluation of their Proposal. If and to the extent RFP Respondents are utilizing any resources, capabilities, or competencies from an Affiliate, those resources, capabilities, or competencies shall be clearly identified in the Proposal and the RFP Respondent shall submit an "Acknowledgement of Support" signed by an authorized agent of the Affiliate expected to provide such support and the RFP Respondent. An "Acknowledgement of Support" may also be provided, but is not required, from any other entity on which RFP Respondent(s) intends to rely for such support.

VIII.D.5.1. General Proposal Information:

VIII.D.5.1.1. Identification of RFP Respondents:

Each Proposal shall clearly identify each RFP Respondent involved in the Proposal and identify a primary and secondary point of contact for the Proposal that will represent the RFP Respondent(s) in any communications and actions with the Transmission Provider.

Each Joint-Developer Proposal shall clearly and specifically identify each RFP Respondent's respective roles and responsibilities (including the respective percentage of responsibility) to finance, construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Project in such a

manner that one hundred percent (100%) of the responsibilities are identified and disclosed in the Proposal. Any agreements between or among the RFP Respondents governing the division of roles and responsibilities shall also be submitted with the Proposal

Furthermore, each RFP Respondent involved in a Joint-Developer Proposal shall include either: (i) an agreement to be jointly and severally liable for all aspects of the Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.5.1.2. Identification of Proposal Participants:

Each Proposal shall clearly identify whether the RFP Respondent(s) plan to convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s). If a RFP Respondent contemplates any conveyance of interest of the Competitive Transmission Project to one or more Proposal Participant(s), it shall clearly and specifically (i) identify each Proposal Participant in the Proposal; (ii) identify the type and amount of any conveyed

interest in the Proposal; (iii) provide any agreements between or among the RFP Respondent and the Proposal Participants regarding the conveyed interest in the Competitive Transmission Project; (iv) disclose the expected timing of any such transfer of ownership or interest; (v) provide a written agreement from the RFP Respondent and each Proposal Participant to execute the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized, should the Transmission Provider designate the proposal as the Selected Proposal; and (vi) the RFP Respondent's written agreement to be responsible for all aspects of the Competitive Transmission Project notwithstanding, any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s).

VIII.D.5.2. Project Implementation Schedule:

Each Proposal shall contain a detailed project implementation schedule, driven by the required in-service date, for each Competitive Transmission Facility contained in the Competitive Transmission Project which shall include proposed schedules for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning/energization for all Competitive Transmission Facilities.

VIII.D.5.3. Project Cost Estimate:

Each Proposal shall contain a detailed project cost-estimate, based upon the

reasonably descriptive facility design submitted in the Proposal, for each Competitive Transmission Facility in the Competitive Transmission Project. The cost-estimates developed by the Transmission Provider during the transmission planning process and utilized for project approval should be considered by RFP Respondents for informational purposes only and are not guaranteed to be accurate or complete in all respects. RFP Respondents shall create and rely on their own cost calculations when submitting Proposals. To the extent that any RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, has not committed to forego recovery of such costs, the project cost estimate shall include:

(i) all costs to develop the Proposal, including any costs of participating in the planning process and Competitive Developer Selection Process for the Competitive Transmission Project for which recovery may be sought. To the extent that a RFP Respondent submits more than one Proposal for a Competitive Transmission Project, such cost estimate shall state all costs for which recovery may be sought if any of the Proposals submitted by such RFP Respondent for the Competitive Transmission Project is selected as the Selected Proposal; and

(ii) any other pre-commercial expense for which a RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, may seek recovery if the Proposal is selected as the Selected Proposal.

VIII.D.5.4. Estimated Annual Transmission Revenue Requirements:

Each Proposal shall contain separate estimated annual transmission revenue requirements for each RFP Respondent and Proposal Participant involved with the

Proposal beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect Construction Work In Progress ("CWIP") in ratebase or pass-through pre-commercial expenses on a current basis), through the first forty (40) calendar years that the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service, in accordance with Attachment MM of the Tariff for Multi-Value Projects and Attachment GG of the Tariff for Market Efficiency Projects, including the supporting detail on the annual allocation factors for operations and maintenance, general and common depreciation expense, taxes other than income taxes, income taxes, and return used to estimate the annual revenue requirements.

If the Proposal involves more than one RFP Respondent or any Proposal Participants, the Proposal shall also include an estimated Aggregate ATRR beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect CWIP in ratebase or pass-through pre-commercial expenses on a current basis), through for the first forty (40) years the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service representing the combined effect of each RFP Respondents' and Proposal Participants' individual annual transmission revenue requirements.

VIII.D.5.5. Binding Cost-Containment:

Each Proposal shall contain information and details regarding any binding cost-containment measures, including any binding cost caps, that may be offered as part of the Proposal. If any binding cost-containment measures are submitted as part of the

Proposal, each RFP Respondent and Proposal Participant submitting such binding cost-containment measures shall also provide a draft term sheet or agreement that clearly describes in detail the nature of the cost-containment measures being proposed, including all exclusions, exceptions, conditions, enforcement mechanisms, interaction with change orders, and such other information as is specified in the applicable Business Practices Manuals, as part of the Proposal submittal.

VIII.D.5.6. Financial Information:

Each Proposal shall include a detailed financing plan for the Competitive Transmission Project. The financing plan shall conform to the format(s) specified in an RFP and must contain information pertaining to the following elements, if applicable, as further explained in the applicable Business Practices Manuals:

1) A description of capital resources available to fund Competitive Transmission Project implementation costs, which demonstrate that the RFP Respondent(s) can procure capital to fund at least one hundred percent (100%) of expected project implementation costs, including any contingencies projected by the RFP Respondent(s) to show an ability to cover risks associated with foreseeable cost overruns.

   For each funding source the RFP Respondent(s) shall provide a description of how much capital is available, when the funds will be obtained, and what conditions must to be met to secure the funds. At a minimum, the RFP Respondent(s) shall identify each funding source by type with a brief description and state the costs for each funding sources. If the cost of funds information is

not known at the time the RFP Response is submitted, the RFP Respondent(s) may submit a range or estimate and describe the limitations that prevent this information from being provided.

2) An exhibit or a high-level narrative description of the expected cash flows between the RFP Respondent(s) and the funding sources sufficient to explain the timing, form and volume of cash flows expected between each RFP Respondent and the identified funding sources.

3) An overview schedule of significant expenditures for project implementation sufficient to demonstrate that funds will be available when needed for significant expenditures.

4) A description of immediately available funds, that the RFP Respondent(s) shall have access to in order to address unforeseen contingencies that arise during project implementation.

5) Information describing the RFP Respondent's plan to obtain Project Financial Security within the timeframe required by the Selected Developer Agreement in sufficient detail to demonstrate that the RFP Respondent(s) reasonably expect(s) to be able to satisfy this requirement if selected as the Selected Developer.

6) In the event that a RFP Respondent intends to rely on personnel, material, technical, financial, and/or other resources from an Affiliate in its Proposal, the RFP Respondent shall provide an Acknowledgment of Support executed by such Affiliate, which lists the personnel, material, technical, financial, and/or other resources that the RFP Respondent(s) desire(s) the Transmission Provider to

consider in evaluating the Proposal to demonstrate that such Affiliate is aware of the RFP Respondent's reliance on such Affiliate's resources and will make such resources available if the RFP Respondent's Proposal is selected.

7) The credit ratings, if applicable, of the RFP Respondent and any Affiliate providing financial support pursuant to an Acknowledgment of Support and general financial information including audited financial statements and notes for the RFP Respondent and any parent or Affiliate providing financial support pursuant to an Acknowledgment of Support, as well as *pro forma* financial statements for each calendar year until the RFP Respondent(s) expect(s) to place all project facilities into service.

8) The RFP Respondent's financial strategy to facilitate timely replacements and rebuilds for the life of the project to demonstrate that it reasonably can be relied upon to address catastrophic destruction and normal wear and tear.

VIII.D.5.7. Reasonably Descriptive Design:

Each Proposal shall contain a reasonably descriptive facility design for each Competitive Transmission Facility included in the Competitive Transmission Project. Reasonably descriptive facility designs represent descriptions of the core attributes and features of a design, not the detailed engineering and design calculations and documents.

VIII.D.5.7.1. Design for Competitive Transmission Line Facilities:

For each Competitive Transmission Line Facility, reasonably descriptive facility design proposals must include, if applicable, and as further described by the applicable RFP, the following:

(a) The estimated length of the Competitive Transmission Line Facility in miles and the basis for the estimate;

(b) The proposed conductor type, size, and, if applicable, bundling configuration;

(c) The proposed default or typical structure design attribute(s) (*e.g.*, steel vs. wood vs. aluminum vs. concrete, monopole vs. H-frame vs. lattice, single circuit vs. double circuit, self-supporting vs. guyed, structural calculation assumptions, etc.) to be used for tangent, running angle, in-line dead-end, and angle dead-end structures when feasible and/or for the majority of the Competitive Transmission Line Facilities;

(d) The estimated positive sequence line impedance and pi-equivalent shunt susceptance;

(e) The calculated normal and emergency seasonal thermal loading ratings, including the basis for such calculations;

(f) The proposed type of lightning protection system to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities (*e.g.*, shield wires vs. surge arresters, etc.) and key attributes (*e.g.*, shielding angle, arrester location and type, etc.);

(g) The proposed grounding method to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities

(*e.g.*, ground rods only, counterpoise, etc.) and key attributes (*e.g.*, targeted structure footing grounding resistance, etc.);

(h) The proposed method to address or mitigate adverse impacts of galloping conductors and/or Aeolian vibration, if any (*e.g.*, Stockbridge dampers, special conductors, etc.);

(i) The continuous rating of any load carrying switchgear installed on the Competitive Transmission Line Facilities; and

(j) The assumed communications systems to be used for the Competitive Transmission Line Facilities to facilitate protective relaying (*e.g.*, fiber optic, power line carrier, microwave, etc.).

VIII.D.5.7.2. Design for Competitive Substation Facilities:

For each Competitive Substation Facility, reasonably descriptive facility design proposals shall include, if applicable, and as further described, by the applicable RFP, the following:

(a) A detailed one-line diagram;

(b) The proposed protection systems including protection schemes, any anticipated interaction with existing/other facilities and conceptual protection system design (including backup protection systems, if applicable). Remote system monitoring capability shall be described with major features listed (redundancy, monitored parameters, etc.);

(c) The detailed specifications for proposed power transformers;

(d) A description of other substation equipment items, including load ratings, voltage ratings, fault interrupting ratings, tap data, and impedances as applicable, where other substation equipment includes, but is not limited to, bus sections, circuit breakers, circuit switchers, switches, disconnects, regulating transformers, station service transformers, series and shunt capacitors, series and shunt reactors, static VAR compensators, DC conversion equipment, instrument transformers (metering and relaying), wave traps, and surge arresters;

(e) The proposed line terminal ratings and basis for calculation, including limiting element;

(f) The basis for load rating calculations on any equipment where nameplate continuous ratings are not used; and

(g) A description of the communication system for remote monitoring, control and data acquisition facilities, including monitoring and control points.

VIII.D.5.7.3. Additional reasonably descriptive facility design data:

An RFP may require submission of additional facility design data when deemed necessary by the Transmission Provider. Proposals may also include additional facility data when deemed necessary by RFP Respondents, including but not limited to, optional facility design data listed in the Business Practices Manuals, which may be considered by the Transmission Provider in the

evaluation and selection of Proposals.

VIII.D.5.8. Project Implementation:

Each Proposal shall contain a description of existing and/or planned project implementation capabilities, relative to the applicable locations and jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the applicable RFP:

(a) Project management;

(b) Routing/siting evaluation studies for Competitive Transmission Facilities;

(c) Regulatory permitting;

(d) Right-of-way and land acquisition for Competitive Transmission Facilities;

(e) Engineering and surveying required for Competitive Transmission Facilities;

(f) Material procurement for Competitive Transmission Facilities;

(g) Construction of Competitive Transmission Facilities;

(h) Commissioning/energization of Competitive Transmission Facilities; and

(i) Safety during construction of the Competitive Transmission Facilities.

VIII.D.5.8.1. Additional Project Implementation Capabilities Data:

A RFP may require the submission of additional data, when deemed necessary by the Transmission Provider, related to the policies, processes, methods, capabilities, experience, and past performance the RFP Respondent(s)

Proposals may also include additional information regarding project implementation capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding project implementation, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.9. Operations and Maintenance:

Each Proposal shall contain a description of existing and/or planned operations, maintenance, repair, and replacement capabilities, relative to the locations and applicable jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the RFP:

(a) Forced outage response for transmission line circuits and substations;

(b) Switching for transmission line circuits and substations;

(c) Emergency repair and testing for transmission line circuits and substations;

(d) Preventative and/or predictive maintenance for transmission line circuits and substations, including vegetation management and equipment testing;

(e) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(f) Real-time operations monitoring and control capabilities, if the Competitive Transmission Project contains one or more Competitive Substation Facilities;

(g) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(h) Safety during operations and maintenance of the Competitive Transmission Facilities.

VIII.D.5.9.1. Local Balancing Authority:

Each Proposal shall contain a description regarding the RFP Respondent's plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area.

VIII.D.5.9.2. Other Operations and Maintenance Capabilities Data:

A RFP may require the submission of additional data related to the policies, processes, methods, capabilities, experience, and past performance of the RFP Respondents regarding operations, maintenance, repair, and replacement when deemed necessary by the Transmission Provider.

Proposals may also include additional information regarding operations, maintenance, repair, and replacement capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding operations, maintenance, repair and replacement, which may

be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.10. Participation in the Transmission Planning Process:

While not required, RFP Respondents and Proposal Participants who desire to have such participation considered in the evaluation of their Proposal shall state whether any RFP Respondent or Proposal Participant, or Affiliate of either, was identified by the Transmission Provider eligible to receive planning participation credit for such Competitive Transmission Project for which the Proposal is submitted. Any Proposal stating that an Affiliate of a RFP Respondent or Proposal Participant earned the planning participation credit shall also identify and describe the relationship between the RFP Respondent or Proposal Participant to the Affiliate.

VIII.D.5.11. Disclosure of Assignments or Potential Assignments:

Proposals shall include a declaration stating whether or not the RFP Respondent(s) will seek to assign the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement pursuant to Article 14 of the *pro forma* Selected Developer Agreement. For all proposed assignments except assignments to Project Finance Entities pursuant to Article 14.4 of the Selected Developer Agreement, such declaration shall include the identity of the proposed assignee(s) and the material terms, including timing, of such proposed assignment. If such assignment is conditioned on the occurrence of future events, then a statement of the conditions under which the assignment would occur and their anticipated timing shall be included. If an assignment

is contemplated to an Affiliate that does not yet exist, then a description of the relationship that the RFP Respondent and such future Affiliate will have at the time of assignment and any commitments that the RFP Respondent intends to make to support the Affiliate shall constitute a sufficient identification of the intended assignee.

VIII.D.5.12. Proposal Attestation:

Each RFP Respondent shall include an affidavit as part of the Proposal submission, signed by an officer of its organization, attesting that: (i) it understands that the Transmission Provider's evaluation of Proposals and designation of a Selected Proposal is governed by the Tariff and the Business Practices Manuals; (ii) it agrees to be bound by the Tariff and to follow the applicable Business Practices Manuals; (iii) it has submitted the Proposal in good faith; (iv) the information submitted by the organization in the Proposal is true to the best of the RFP Respondent's knowledge and belief; (v) it has complied with all Applicable Laws, and Regulations and Good Utility Practice in preparing the Proposal; and (vi) if selected, the Respondent agrees to be bound by its Proposal. Furthermore, each Proposal Participant shall include an affidavit as part of the Proposal signed by an officer of its organization attesting that: (i) the Aggregate ATRR for the Competitive Transmission Project and any required financial information about the Proposal Participant and its inputs into the Aggregate ATRR that has been submitted by the organization is true to the best of the Proposal Participant's knowledge and belief; (ii) that Proposal Participant agrees to be bound by any applicable cost containment measure and (iii) either (a) that it agrees to execute the ISO Agreement and identify the Competitive Transmission Facilities associated with the Competitive Transmission

Project in Appendix H of the ISO Agreement prior to closing on its conveyed interest should the Transmission Provider designate the Proposal as the Selected Proposal; or (b) prior to such closing it will demonstrate that it has already executed the ISO Agreement and it agrees to identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement.

VIII.D.6. Additional Data Requests:

If, during the evaluation of Proposals, the Transmission Provider determines that additional information is required to evaluate the Proposals, the Transmission Provider will request, in writing, the additional data from all RFP Respondents, along with the timeframe that this data must be submitted. If the additional data is not submitted within the specified timeframe, the Proposal be deemed invalid and will not be evaluated or considered further by the Transmission Provider. This timeframe shall not be less than ten (10) Business Days from when the Transmission Provider issues the additional data request. This data request will not extend the evaluation timeframe defined in Section VIII.E.2 of Attachment FF of the Tariff.

VIII.D.7. Proposal Clarifications and Corrections:

The Transmission Provider will have the right, but not the obligation, during the Competitive Developer Selection Process described in Section VIII of Attachment FF of the Tariff, to request a RFP Respondent(s) to provide clarifications, corrections, or further supporting information to its submitted Proposal(s), along with the timeframe that a response must be submitted. The RFP Respondent(s) shall be responsible for any clarifications, corrections, or further supporting information the Transmission Provider

requires that relates to the Proposal Participants. In the event the RFP Respondent agrees to provide said clarification(s), corrections, or further supporting information, the RFP Respondent shall provide these within the time set forth by the Transmission Provider which shall be no less than ten (10) Business Days of the Transmission Provider's request. If the Transmission Provider accepts the RFP Respondent's clarification(s), corrections, or further supporting information. These shall immediately become a part of the submitted Proposal; or upon the Transmission Provider's request, the RFP Respondent shall immediately update its Proposal to reflect the accepted clarification(s), corrections, or further supporting information. In the event that the RFP Respondent declines to provide the requested clarification(s), corrections, or further supporting information, the Transmission Provider shall evaluate the Proposal as submitted.

VIII.D.8. Withdrawing Submitted Proposals:

Prior to the Proposal Submission Deadline, a RFP Respondent may withdraw a Proposal that was submitted to the Transmission Provider by informing the Transmission Provider as soon as practical in writing. Any deposits submitted to the Transmission Providers associated with the withdrawn Proposal will be returned in full and the withdrawn Proposal will not be considered or evaluated by the Transmission Provider.

A RFP Respondent may withdraw its submitted Proposal after the Proposal Submission Deadline by informing the Transmission Provider in writing, as soon as practical, but no later than such time that the Transmission Provider publicly announces the Selected Proposal for the RFP. Upon receiving a withdrawal notification, the Transmission Provider will stop its evaluation and consideration of the Proposal. A

withdrawn Proposal will not relieve the RFP Respondent from its obligations for the *pro rata* costs associated with the full evaluation period nor will the RFP Respondent be afforded any refund other than those funds remaining once the Competitive Developer Selection Process has been completed for the RFP.

VIII.D.9. Confidential Treatment of Proposals:

The Transmission Provider will treat information and documents, or portions of documents, received from RFP Respondents and/or Proposal Participants, whether received as Part of a Proposal, a response to a request for clarification or additional information pursuant to Sections VIII.D.6 and VIII.D.7 of this Attachment FF, or otherwise, as either Project confidential information pursuant to Section VIII.D.9.a, or non-confidential information pursuant to Section VIII.D.9.b, as set forth below.

VIII.D.9.a Confidential Information:

Except as provided in Section VIII.D.9.d, the Transmission Provider will not, without the prior written consent of the respective RFP Respondent and/or the Proposal Participant, publicly disclose or share any of the following confidential information with any individual except for employees of the Transmission Provider or an independent contractor of the Transmission Provider who require access to such information to perform their duties and have executed the Transmission Provider's non-disclosure and/or CEII agreement:

(i) All detailed breakdowns of costs, including but not limited to, the itemized costs for labor and materials;

(ii) All details of an RFP Respondent and/or Proposal Participant's financing arrangements;

(iii) All detailed design, routing, siting, or specialty construction techniques; and

(iv) Any other information or portions of documents that are clearly labeled and specifically designated as "CONFIDENTIAL," except for: (1) the items specified in Section VIII.D.9.b of this Attachment FF; and (2) information and/or items which the Transmission Provider is otherwise required, or explicitly authorized by another provision of the Tariff, to make publicly available.

VIII.D.9.b Non-Confidential Information:

The following categories of information shall not be considered confidential or maintained as Confidential Information:

(i) The identity of RFP Respondents and Proposal Participants;

(ii) The high-level design for Competitive Transmission Facilities;

(iii) The total estimated cost of the Competitive Transmission Project;

(iv) The estimated forty (40) year Annual Transmission Revenue Requirement ("ATRR");

(v) Information relating to any cost-containment measures, and rate-incentives;

(vi) Information regarding the proposed in-service dates of the Competitive Transmission Facilities;

(vii) The final evaluation score assigned to each Proposal, with the names of the RFP Respondents and Proposal Participants redacted or masked;

(viii) All timetables and milestones agreed to between a Selected Developer(s) and the Transmission Provider in the Selected Developer Agreement;

(ix) All publicly available information;

(x) Any information for which a RFP Respondent or Proposal Participant has provided consent to release; and

(xi) Any information the Transmission Provider is required to make publicly available pursuant to Section VIII.D.9.d of this Attachment FF.

VIII.D.9.c Use of Non-Confidential Information–Post-Evaluation Report:

The Transmission Provider may use the non-confidential information of RFP Respondents and Proposal Participants to prepare the public post-evaluation selection report for a Competitive Transmission Project required by Section VIII.E.2 of this Attachment FF as is reasonably necessary to explain the basis for the Transmission Provider's selection of a Selected Developer. In all cases, the Confidential Information and non-confidential information that was not disclosed in the post-evaluation selection report or the publicly posted version of the Selected Developer Agreement shall not otherwise be disclosed by the Transmission Provider except as required by Section VIII.D.9.d of this Attachment FF.

i. Use of Selected Developer Non-Confidential Information

The Transmission Provider may use the non-confidential information of the RFP Respondent(s) and Proposal Participants whose Proposal is selected to prepare: (1) appendices for a Selected Developer Agreement memorializing the commitments and salient features of the Selected Proposal; and (2) a post-evaluation selection report that

explains the basis for the Transmission Provider's selection of the Selected Proposal pursuant to the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may use such information to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by the Tariff, including discussions of features of the Selected Proposal that the Transmission Provider determined to be important in selecting the Selected Proposal.

ii. Use of Non-Confidential Information of RFP Respondents and Proposal Participants whose Proposals are Not Selected

The Transmission Provider may disclose the non-confidential information of RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal only to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(i) and VIII.D.9.b(ix)-(xi) without masking the identity(ies) of the entity(ies) to whom such non-confidential information pertains. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(ii)-(viii) for RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal but must mask the identities of such parties, either through aggregation or the redacting of names, as appropriate for

comparative purposes.

VIII.D.9.d Other Disclosures of Proposal Information:

The Transmission Provider will disclose any information submitted in Proposals or in response to a request for clarifications and or additional information, whether confidential or non-confidential, that it is otherwise required by or subject to another Tariff provision, Commission rule or order, or court order, as ordered by state or federal agencies, as reasonably deemed by the Transmission Provider is required to be disclosed in connection with a dispute between the Transmission Provider and the entity or entities to which such confidential information pertains, or the defense of litigation or a dispute. In addition, the Transmission Provider may disclose confidential information contained in the Selected Proposal in filings before the Federal Energy Regulatory Commission to the extent necessary to explain or enforce commitments made in a Selected Developer Agreement provided that the Transmission Provider, consistent 18 C.F.R. Section 388.112, requests that that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

The Transmission Provider may disclose confidential or non-confidential information submitted in Proposals or in response to a request for clarifications and/or additional information to Federal Energy Regulatory Commission staff to the extent necessary to discuss the Transmission Provider's implementation of the Competitive Developer Selection Process without first obtaining an order provided that the Transmission Provider: (1) clearly communicates the confidential nature of the information shared; and (2) consistent with 18 C.F.R. Section 388.112, requests that the

information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

VIII.D.10. Proposal Validation – Review for Completeness:

The Transmission Provider will review each submitted Proposal for completeness and validate whether the RFP Respondent(s) is/are listed as a Qualified Transmission Developer. Within thirty (30) Calendar Days of the Proposal Submission Deadline, the Transmission Provider will notify each RFP Respondent if the Transmission Provider identifies that their Proposal is incomplete. Except when any of the RFP Respondents involved in a Proposal were not listed as a Qualified Transmission Developer on the date the Proposal was submitted, the RFP Respondent(s) will have a single Proposal Cure Period set for by the Transmission Provider of not less than ten (10) Business Days from the date of such notification to submit the requested information to cure any deficiencies in their Proposal. Proposals that are not complete at the end of the Proposal Cure Period will be deemed invalid and will not be evaluated or considered further by the Transmission Provider. Such Proposals will be refunded ninety percent (90%) of the initial proposal deposit specified in Section V.III.D.2 of Attachment FF of the Tariff, if such initial proposal deposit was submitted to the Transmission Provider. Proposals that include a RFP Respondent that was not listed as a Qualified Transmission Developer on the date the Proposal was submitted will also be deemed invalid and will not be evaluated or considered further by the Transmission Provider. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified.

VIII.D.11. Posting List of RFP Respondents and Proposals Participants:

The Transmission Provider will post a list of the RFP Respondents and Proposal

Participants that submitted completed Proposals in response to an issued RFP on its website after the end of the Proposal Cure Period.

VIII.D.12. RFP Respondent's Qualified Transmission Developer status:

RFP Respondents are required to maintain their status as a Qualified Transmission Developer throughout the duration of the Competitive Developer Selection Process. In the event that the Transmission Provider determines that a RFP Respondent has ceased to be a Qualified Transmission Developer, the Transmission Provider shall send a written notice of such fact to the RFP Respondent, which notice shall state the reason(s) for loss of Qualified Transmission Developer status. The RFP Respondent shall have thirty (30) Calendar Days from the Transmission Provider's notification of loss of Qualified Transmission Developer status to remove the grounds for such loss of status. Any Proposal involving a RFP Respondent that ceases to be a Qualified Transmission Developer will be deemed invalid and will not be evaluated or considered further by the Transmission Provider if such failure remains uncured more than thirty (30) Calendar Days from the date of the notice to the RFP Respondent. A Proposal shall not be deemed invalid if the RFP Respondent cures the loss of Qualified Transmission Developer status within the thirty (30) Calendar Day period. If one or more RFP Respondents who have submitted a Joint-Developer Proposal pursuant to Section VIII.D.4.2 is disqualified after the cure period, the Joint-Developer Proposal shall be disqualified unless all of the RFP Respondents have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal. If all RFP Respondents submitting a Joint Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, then the remaining RFP Respondents shall

assume the obligations of the RFP Respondent that has failed to cure a loss of Qualified Transmission Developer status and the Joint-Developer Proposal shall not be disqualified. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified or, in the event that all RFP Respondents involved in a Joint-Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, stating that the remaining RFP Respondents must assume the obligations of the RFP Respondent that has lost its Qualified Transmission Developer status.

VIII.E. EVALUATION OF PROPOSALS

The Transmission Provider will have one hundred and sixty-five (165) Calendar Days from the Proposal Submission Deadline to evaluate all completed Proposals. Only those Proposals that were submitted prior to the Proposal Submission Deadline and cured of any deficiencies pursuant to Section VIII.D.10 of Attachment FF of the Tariff and otherwise have not been withdrawn or deemed invalid will be evaluated by the Transmission Provider based on a comparative analysis using the evaluation criteria below and as further described in the Business Practices Manuals and applicable RFP. Specific methods used to evaluate various aspects of a Proposal shall be described in the Business Practices Manuals. This comparative analysis evaluation will be conducted by Transmission Provider and/or independent consultants competent in the areas of finance, transmission facility design, transmission project implementation, and transmission operations, maintenance, repair, and replacement. In conducting the comparative analysis evaluation of Proposals, the Transmission Provider and any independent expert consultants will be overseen by the Competitive Transmission Executive

Committee, which will have the exclusive and final authority to determine Selected Proposal. The Transmission Provider may decline to accept any or all Proposals that do not meet the Tariff's requirements for the project classification in question or will not sufficiently address the Transmission Issue(s) the RFP was intended to address. If no Proposals are received from Qualified Transmission Developers or selected by the Transmission Provider, the Competitive Transmission Project may be cancelled or assigned to the applicable Member(s), as defined below:

(a) Ownership and the responsibility to construct facilities which are connected to a single Member's system belong to that Member;

(b) Ownership and the responsibilities to construct facilities which are connected between two (2) or more Members' facilities belong equally to each Member, unless such Members otherwise agree; and

(c) Ownership and the responsibility to construct facilities which are connected between a Member(s)' system and a system or systems that are not part of the Transmission Provider belong to such Members(s) unless the Member(s) and the non-Transmission Provider party or parties otherwise agree.

VIII.E.1. Proposal Evaluation Criteria:

In evaluating Proposals, the Transmission Provider will consider the following general aspects and weighting for each Competitive Transmission Project evaluated:

(a) Competitive Transmission Line Projects:

The following weights will be applied to Competitive Transmission

Projects containing only Competitive Transmission Line Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 35%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

(b) Competitive Substation Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 35%

(iv) Transmission Provider planning process participations: 5%

(c) Mixed Competitive Transmission Facility Projects:

The following weights will be applied to Competitive Transmission Projects containing both Competitive Transmission Line Facilities and Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 35%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

VIII.E.1.1. Cost and Reasonably Descriptive Facility Design:

When considering cost and reasonably descriptive facility design quality, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the following:

(a) Estimated project cost;

(i) Estimated project cost(s), as set forth in Section VIII.D.5.3 of this Attachment FF; and

(ii) Cost estimate rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the cost estimate.

(b) Estimated annual transmission revenue requirement:

(i) The estimated annual transmission revenue requirement(s), as described in Section VIII.D.5.4 of this Attachment FF; and

(ii) Estimated annual transmission revenue requirement rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in

support of the estimated annual transmission revenue requirement.

(c) Cost Containment

(i) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated project cost; and

(ii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated annual transmission revenue requirement(s).

(d) Electrical design:

(i) Reasonably descriptive facility electrical design quality; and

(ii) Reasonably descriptive facility electrical design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility electrical designs. For reasonably descriptive facility electrical design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the electrical design

of Competitive Transmission Facilities discussed in the Proposal.

(e) Structural design:

(i) Reasonably descriptive facility structural design quality; and

(ii) Reasonably descriptive facility structural design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility structural designs. For reasonably descriptive facility structural design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the structural design of Competitive Transmission Facilities discussed in the Proposal.

VIII.E.1.2. Project Implementation Capabilities:

When considering project implementation capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, previous applicable experience and demonstrated ability, and processes regarding the following project implementation categories relative to the locations and jurisdictions where the

Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located, including:

(a) Project schedule and management:

(i) Project implementation schedule, as required by Section VIII.D.5.2 of this Attachment FF; and

(ii) Project management.

(b) Regulatory permitting, and route/site evaluation:

(i) Regulatory permitting;

(ii) Route and site evaluation; and

(iii) Right of way and land acquisition.

(c) Construction;

(i) Engineering and surveying;

(ii) Material procurement;

(iii) Facility construction; and

(iv) Final facility commissioning.

(d) Financing and capital resource plan;

(i) The information and documentation from the detailed financing plan required by Sections VIII.D.5.6(1)-(7) of this Attachment FF; and

(e) Safety, as described in Section VIII.D.5.9(h) of this Attachment FF.

VIII.E.1.3. Operations, Maintenance, Repair, and Replacement Capabilities:

When considering operations, maintenance, repair and replacement capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following operations and maintenance categories relative to the locations and jurisdictions where the Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located:

(a) Normal operations:

(i) Real-time operations monitoring and control;

(ii) Switching; and

(iii) Plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area as required by Section VIII.D.5.9.1 of this Attachment FF.

(b) Non-normal operations:

(i) Forced outage response;

(ii) Emergency repair; and

(iii) Capabilities to perform major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.9(g) of this Attachment FF.

(c) Maintenance activities:

(i) Spare parts;

(ii) Preventative and/or predictive maintenance and testing; and

(iii) Capabilities to perform major facility replacements or rebuilds required as a result of natural aging through normal wear and tear, as required by Section VIII.D.5.9(g) of this Attachment FF.

(d) Financial capabilities and strategy

(i) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.6(8) of this Attachment FF; and

(ii) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required as a result of normal wear and tear, as required by Section VIII.D.5.6(8) of this Attachment FF.

(e) Safety, as described in Sections VIII.D.5.9(h) of this Attachment.

VIII.E.1.4. Transmission Provider Planning Process Participation:

Within thirty (30) Calendar Days after the date, the Transmission Provider Board approves an MTEP containing a Competitive Transmission Project, MISO will publicly post a list on its website identifying the entities that have meet the requirements to earn planning participation for such Competitive Transmission Project. Such determination shall be based on relevant planning studies performed by such entities and the results supplied to the Transmission Provider

during the planning process, as well as documentation of transmission project ideas submitted by such entities to the Transmission Provider to address the same Transmission Issues being addressed by the Competitive Transmission Project for which an RFP will be issued. In evaluating Proposals, the Transmission Provider shall determine whether any RFP Respondent or Proposal Participant (including Affiliates) qualified to receive such credit. Credit shall be awarded for a Proposal where any RFP Respondent or Proposal Participant named in such Proposal, or an affiliate of either, qualifies to receive such credit.

VIII.E.2. Proposal Selection and Posting Selection Report:

The Transmission Provider will post the name of the Selected Developer(s) on its website within one hundred and sixty-five (165) Calendar Days of the Proposal Submission Deadline. Upon posting of the name of the Selected Developer(s), the obligation of RFP Respondents not named as the Selected Developer or notified that they have been designated as the Alternate Selected Developer(s) pursuant to Section VIII.H of this Attachment FF to hold their Proposals open shall cease. Within thirty (30) Calendar Days after the designation of a Selected Proposal and the Selected Developer(s) for a Competitive Transmission Project, the Transmission Provider will post on its website a report in which it explains the basis for designating the Selected Proposal and Selected Developer(s) for each Competitive Transmission Project. The report will set forth the results of the comparative analysis undertaken by the Transmission Provider, the basis for Transmission Provider's decision(s), and the date(s) by which state approval(s) to construct must be achieved based upon when construction

must begin to timely meet the Transmission Issue(s) to be addressed by the Competitive Transmission Project and taking into account the project implementation schedule(s) provided by the Selected Developer(s) in its Selected Proposal.

VIII.E.3. Proposal Selection Dispute Resolution:

Any disputes regarding the developer selection will be referred to the Dispute Resolution Process under Attachment HH of this Tariff.

VIII.F. SELECTED DEVELOPER AGREEMENT

RFP Respondents identified in a Selected Proposal shall execute the *pro forma* Selected Developer Agreement, or request the submission of an unexecuted Selected Developer Agreement with the Commission, no later than sixty (60) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website. Any Proposal Participant(s) identified in the Selected Proposal shall execute the Proposal Participant acknowledgement of the *pro forma* Selected Developer Agreement by the same sixty (60) Calendar Day deadline. The Selected Developer Agreement establishes the terms and conditions under which the Selected Developer will construct and implement the Competitive Transmission Facilities specified in its Selected Proposal. The Selected Developer Agreement shall be executed by the Selected Developer and the Transmission Provider, by an authorized officer or equivalent official with the authority to bind their respective organizations. The Selected Developer(s) for each Competitive Transmission Project, including where the Selected Developer is a Member, will be required to sign the Selected Developer Agreement or request it be submitted unexecuted with the Commission. All executed Selected Developer Agreements that conform to the *pro forma* template in Appendix 1 of Attachment FF of the Tariff, will be

reported to the Commission in the Transmission Provider's next Electric Quarterly Report after the executed Selected Developer Agreement becomes effective on a non-provisional basis. Any request to file the Selected Developer Agreement unexecuted shall be filed with the Commission, together with an explanation of any matters as to which the Selected Developer and the Transmission Provider disagree, as soon as practicable, but no later than fifteen (15) Calendar Days after receiving the request to file the Selected Developer Agreement unexecuted. An unexecuted Selected Developer Agreement should contain terms and conditions deemed appropriate by the Transmission Provider for the Competitive Transmission Project. If the Selected Developer and the Transmission Provider agree to proceed with design, procurement, and construction of the Competitive Transmission Project under the agreed-upon terms of the unexecuted Selected Developer Agreement, they may proceed pending Commission action.

If the Selected Developer Agreement contains information determined to be confidential pursuant to Section VIII.D.9 of Attachment FF of the Tariff, the Transmission Provider will post and/or file publicly only a redacted version of the Selected Developer Agreement.

VIII.G. OBLIGATION TO CONSTRUCT COMPETITIVE TRANSMISSION PROJECT

The Selected Developer(s) will assume the responsibility and obligation to construct the Competitive Transmission Facilities it is selected to construct. If the Selected Developer(s) is/are financially incapable of carrying out its construction responsibilities, alternate construction arrangements shall be identified. Depending on the specific circumstances, such alternate arrangements shall include solicitation of Transmission Owners to take on financial and/or construction responsibilities. If the delay in construction adversely affects the Transmission System reliability, the Transmission Provider shall coordinate with and support the affected

Transmission Owner(s) regarding any mitigation measures that may be required by the Applicable Reliability Standards.

However, in the event that a MTEP Appendix A Competitive Transmission Project approved by the Transmission Provider Board is being challenged through the Dispute Resolution process under Attachment HH of the Tariff or a court proceeding, the obligation of the Selected Developer(s) to build the specific Competitive Transmission Project (subject to required approvals) is waived until the Competitive Transmission Project emerges from the Dispute Resolution process or court proceedings as an approved Competitive Transmission Project. In the event that selection of the Selected Developer to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer to construct the project pursuant to the Selected Developer Agreement is not waived.

VIII.H. ALTERNATE SELECTED DEVELOPER(S)

At the same time that the Transmission Provider posts the name of the Selected Developer(s) on its website, as specified in Attachment FF Section VIII.E.2, the Transmission Provider shall also notify the Alternate Selected Developer(s) that it has been selected as the Alternate Selected Developer(s). Upon this notification, each Alternate Selected Developer shall be required to hold their Proposal open for acceptance by the Transmission Provider for a period of one hundred (100) Calendar Days thereafter, unless released earlier by the Transmission Provider. The Transmission Provider shall release the Alternate Selected Developer(s) from its obligation to hold its Proposal open promptly upon the Selected Developer(s) satisfying all conditions necessary for the Selected Developer Agreement to become effective.

If a Selected Developer does not execute the Selected Developer Agreement or request that the Selected Developer Agreement be filed unexecuted, and provide the required Project Financial Security within ninety (90) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website, the Transmission Provider shall proceed to designate the Alternate Selected Developer(s) as the Selected Developer(s) for the Competitive Transmission Project. Should this be required, the Transmission Provider shall notify the Alternate Selected Developer(s) and publicly announce the Alternate Selected Developer(s) as the Selected Developer(s). The Alternate Selected Developer(s) shall then be required to assume the obligations of the Selected Developer for the Competitive Transmission Project and shall have the same period of time to execute or request the unexecuted filing of the Selected Developer Agreement and provide the required Project Financial Security as the originally designated Selected Developer(s).

VIII.I OBLIGATION TO NEGOTIATE INTERCONNECTION AGREEMENTS

The Selected Developer(s) and any Transmission Owner(s) whose facilities will interconnect to the Competitive Transmission Facilities that the Selected Developer is obligated to construct shall each take commercially reasonable efforts to finalize and execute any required Transmission-to-Transmission Interconnection Agreements at least one hundred and twenty (120) calendar days before the scheduled in service date of the Competitive Transmission Project.

IX. VARIANCE ANALYSIS

After the Transmission Provider Board approves an Eligible Project for inclusion in Appendix A of the MTEP, certain circumstances or events may significantly affect the cost,

schedule, and or the ability of Selected Developers and Transmission Owners to complete and place into service the facilities comprising an Eligible Project for which they are responsible as specified in the MTEP. Under these circumstances or events, the Transmission Provider may need to perform a Variance Analysis in order to further understand the reasons for such circumstances or events and to evaluate any potential impacts that they may have on the successful completion of the Project or on the Transmission System.

IX.A. Applicability and Scope of Variance Analysis

The provisions set forth in this Section IX of Attachment FF are only applicable to Eligible Projects (and the facilities that comprise these projects) approved by the Transmission Provider Board for inclusion in Appendix A of the MTEP after December 1, 2015. These provisions become applicable upon: (i) the date the Transmission Provider Board approves the respective Eligible Project for facilities that are not Competitive Transmission Facilities; or (ii) the date the Selected Developer Agreement has been executed or filed unexecuted with the Commission for Competitive Transmission Facilities. Facilities comprising Eligible Projects shall remain subject to the provisions of Attachment FF Section IX until such facilities have been placed into service and placed under the Transmission Provider's functional control.

IX.B. Variance Analysis Governance

The Competitive Transmission Executive Committee shall have the exclusive and final authority to oversee and implement Variance Analysis, including the decision to implement any of the appropriate Variance Analysis Outcomes pursuant to Section IX.E of this Attachment FF. Such exclusive and final authority shall: (1) be subject to the Dispute Resolution provisions of Section IX.G of this Attachment FF and to Attachment HH; and (2) shall not prejudice any rights

or obligations the Transmission Provider, Selected Developer(s), and incumbent Transmission Owner(s) have to make filings before the Commission.

IX.C. Grounds for Variance Analysis

The following circumstances or events shall trigger the Transmission Provider's Variance Analysis for facilities included in an Eligible Project.

IX.C.1. Cost Increase

If the Transmission Provider determines that the estimated cost to complete an entity's portion of an approved Eligible Project (e.g. the competitively bid facilities of the Competitive Transmission Project or the facilities assigned to an incumbent Transmission Owner included in an Eligible Project(s) either has exceeded or is projected to exceed the Baseline Cost Estimate as set forth in Section IX.C.1.1 by twenty-five percent (25%)) or more, the Transmission Provider shall initiate a Variance Analysis.

The Transmission Provider will not consider any portion of cost increases under this section to the extent that the Selected Developer has agreed to internalize such costs through an accepted binding containment mechanism(s). However in the event that the accepted binding cost-containment mechanism(s) are applied and the remaining estimated cost increase still has exceeded or is projected to exceed the threshold, the Transmission Provider shall initiate a Variance Analysis.

IX.C.1.1. Baseline Cost Estimate

The Baseline Cost Estimate for an entity's portion of an Eligible

Project shall be set as follows: (i) for Competitive Transmission Facilities the Baseline Cost Estimate shall be the project cost estimate provided in the Selected Proposal as agreed to in the Selected Developer Agreement; and (ii) for the facilities assigned to an incumbent Transmission Owner included in the Eligible Project not eligible for the Competitive Transmission Process, as described in Attachment FF Section VIII.A of the Tariff, the Baseline Cost Estimate shall be the project cost estimate provided by the respective Transmission Owner through their status update provided upon achieving Milestone #2 pursuant to the Business Practices Manuals. The Baseline Cost Estimate for facilities included in an Eligible Project shall be adjusted appropriately based upon any approved change orders or as necessary based on the outcome of any Variance Analysis conducted for such facilities.

In the event that an entity's portion of an Eligible Project is reassigned pursuant to Section IX.E.3 of this Attachment FF, the Transmission Provider shall adjust the Baseline Cost Estimate to reflect the cost estimates and supporting information submitted to the Transmission Provider by the applicable Transmission Owner during Variance Analysis. The Transmission Provider shall include such information in any filing made to the Commission pursuant to Section IX.D.4.E of this Attachment FF.

IX.C.2. Schedule Delays

If the Transmission Provider determines that the in-service date of facilities included in an approved Eligible Project has been or is projected to be delayed beyond the in-service date as established in MTEP Appendix A, the Transmission Provider shall meet with the Selected Developer(s), incumbent Transmission Owner(s), if applicable, interconnecting Transmission Owner(s), and any entities responsible for facilities to which the delayed facilities interconnect to discuss whether such delay creates a significant risk of one or more NERC reliability standards violations as well as any other material issues, including service obligations, economic or public policy needs that may be jeopardized as a result of the delay. If any such issues are identified, the Transmission Provider shall, in consultation with these entities, develop a plan, as necessary, to address potential NERC reliability standards violations as well as any other issues that may be of material concern arising from the delay of the transmission facilities.

If the potential NERC reliability standards violations, or other issues of material concern, cannot be adequately addressed by the entity responsible for constructing the delayed facilities, the Transmission Provider will take appropriate action; including but not limited to, determining that Reassignment is necessary to complete the transmission solution as set forth in Section IX.E.3 of this Attachment FF.

IX.C.3. Default under the Selected Developer Agreement

If the Transmission Provider determines that a Selected Developer is in

Default under a Selected Developer Agreement for an Eligible Project pursuant to the terms thereof.

IX.C.4 Inability to Complete Facilities

If the Transmission Provider makes a determination that a Selected Developer or an incumbent Transmission Owner will be unable to complete facilities for which it has been designated to construct; where such determination may be based on, but is not limited to the following:

a. A Selected Developer's or an incumbent Transmission Owner's inability to secure necessary approvals, permits, certificates, financing, resources, needed expertise and/or third party support identified in the Selected Proposal, property rights, rights of way, or is otherwise unable or unlikely to construct the facilities;

b. A Selected Developer's or an incumbent Transmission Owner's notification to the Transmission Provider that it is unable or unwilling to proceed with construction of its facilities for which it has been designated to construct;

c. A Selected Developer or an incumbent Transmission Owner's abandonment of the facilities it has been designated to construct;

d. A determination by the Transmission Provider that a Selected Developer is no longer a Qualified Transmission Developer; and

e. A determination by the Transmission Provider that reassignment is necessary pursuant to Section IX.E.3 of this Attachment FF.

In selecting the appropriate Variance Analysis Outcome to apply where the Transmission Provider has determined that a Selected Developer or an incumbent Transmission Owner will be unable to complete the facilities for which it has been designated to construct, the Transmission Provider will consider, but is not limited to considering the following, in addition to the general factors set forth in Section IX.D.2.1:

(i) The reasons that the Selected Developer or the Transmission Owner was unable or was unlikely to construct the facilities;

(ii) Whether the facilities are still needed;

(iii) Whether a Mitigation Plan, as further described in Section IX.E.2 of this Attachment FF, is available that could remedy the ground(s) for Variance Analysis, including consideration of the extent to which it will cost; and

(iv) Whether reassignment, as further described in Section IX.E.3 of this Attachment FF, is available, including the impacts of reassigning the facilities to another entity.

IX.C.5 Undisclosed Assignments

If the Transmission Provider determines that the Selected Developer has assigned the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement to an entity not disclosed in its Proposal as required by Section VIII.D.5.12 or on terms materially different than those disclosed in the Proposal, except for assignments to a Project Finance Entity pursuant to Article 14.4 of the Selected Developer Agreement.

IX.D. Variance Analysis Procedure

Variance Analysis shall commence when the Transmission Provider makes an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists. The Transmission Provider will adhere to the following steps, as further detailed in the applicable Business Practices Manuals, in performing a Variance Analysis:

IX.D.1. Initial Inquiry and Confirmation of Grounds for Variance Analysis

Upon making an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists, the Transmission Provider shall notify the applicable Selected Developer or Transmission Owner in writing that Variance Analysis has commenced, including the ground(s) for commencing Variance Analysis, and a brief description of the Transmission Provider's concerns. The applicable Selected Developer or incumbent Transmission Owner shall be provided an opportunity to be heard by the Transmission Provider and present to the Transmission Provider its position on whether the identified ground(s) for Variance Analysis exist and what outcome it believes is appropriate along with supporting facts and documentation. If the Transmission Provider determines that the ground(s) for Variance Analysis do not exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall terminate the Variance Analysis. If the Transmission Provider continues to believe that reasonable grounds for Variance Analysis exist after considering the Selected

Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall continue to commence Variance Analysis and so notify the Selected Developer or Transmissions Owner.

IX.D.2. Determination of Variance Analysis Outcome

If the Transmission Provider continues to believe that reasonable ground(s) for Variance Analysis exists pursuant to the process described in Section IX.D.1 of this Attachment FF, the Transmission Provider shall further investigate the circumstances or events and the relevant facts surrounding the facilities identified in Section IX.D.1 above. Upon completing its investigation, the Transmission Provider shall make a determination of which Variance Analysis Outcome to apply, as described in Section IX.E of this Attachment FF. In determining which Variance Analysis Outcome to apply, the Transmission Provider shall consider the general factors set forth in Section IX.D.2.1 and the appropriate factors of Sections IX.E of this Attachment FF.

IX.D.2.1. General Factors in Variance Analysis Outcome Determination

Before deciding to impose any Variance Analysis Outcome authorized by the Tariff in Sections IX.E of this Attachment FF, the Transmission provider shall consider the following factors:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP,

including potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities;

D. A comparison of the estimated costs of each outcome;

E. A comparison of the degree to which each outcome will likely result in the successful completion of or increase the ability to complete the facilities and/or Eligible Projects; and

F. A comparison of the degree to which each outcome will alleviate the ground(s) for Variance Analysis.

IX.D.3. Implementation of Variance Analysis Outcome

Upon completing the procedures detailed in Section IX.D.2 of this Attachment FF, the Transmission Provider shall perform the following as further detailed in the Business Practices Manuals:

A. Inform the applicable Selected Developer(s) or incumbent Transmission Owner and any other affected parties of the Variance Analysis Outcome in writing;

B. Post a description of the Variance Analysis Outcome and the reason(s) it was selected on the Transmission Provider's website, redacting any confidential information and or Critical Energy Infrastructure Information (CEII) as necessary. The Transmission Provider shall be authorized to publicly disclose confidential information, limited in scope to the specific information needed to explain the reason(s) Variance Analysis was triggered and why the

Transmission Provider selected the Variance Analysis Outcome for implementation;

C. Implement the Variance Analysis Outcome in coordination with the applicable Selected Developer(s), incumbent Transmission Owner(s), and any other affected parties;

D. If implementation of the Variance Analysis Outcome results in a mitigation plan to be placed into effect that alters the schedule, cost, design, or scope of a Competitive Transmission Facility, the Transmission Provider and Selected Developer shall amend the Selected Developer Agreement to include the requirements of the mitigation plan or the Transmission Provider shall file such plan with the Commission unexecuted; and

E. If implementation of the Variance Analysis Outcome results in Reassignment or Cancellation of Competitive Transmission Facilities, the Transmission Provider shall file a Notice of Termination with the Commission to terminate the Selected Developer Agreement pursuant to the provisions of the Selected Developer Agreement. In the event that the Transmission Provider files a Notice of Termination pursuant to Section IX.E of this Attachment FF or otherwise discusses confidential information in the course of administrative or judicial proceedings, the Transmission Provider may request that the information be treated

as confidential and non-public pursuant to 18 C.F.R. §1b.20 and 388.112.

IX.E. Variance Analysis Outcomes

In determining which Variance Analysis outcome to apply, the Transmission Provider shall apply the procedures specified in Section IX.D of this Attachment FF.

IX.E.1. No Action

The Transmission Provider may determine to take no action when Variance Analysis is triggered. In determining whether to take no action in Variance Analysis, the Transmission Provider will consider, but is not limited to, the following:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP, including any potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities; and

D. The cost and impacts of implementing another Variance Analysis Outcome pursuant to Sections IX.E.2 through IX.E.4 of this Attachment FF as compared to taking no action.

IX.E.2. Mitigation Plan(s)

The Transmission Provider may allow a Selected Developer or incumbent Transmission Owner to alleviate the ground(s) for the Variance Analysis through a mitigation plan. If the Transmission Provider determines that a delay in the applicable facilities and/or Eligible Project's in-service date may cause the Transmission Provider or one or more Transmission Owners, Selected Developers, or non-Members to violate any Applicable Reliability Standards, the Transmission Provider shall identify the potential violation(s) and direct the impacted entities to develop a mitigation plan in coordination with the Transmission Provider. The Transmission Provider, the impacted Transmission Owners(s) and/or Selected Developers, as applicable, shall take any and all reasonable actions necessary to meet the requirements of the mitigation plan and Applicable Reliability Standards.

Mitigation plans may also be utilized to address ground(s) for Variance Analysis arising under Sections IX.C.1 through IX.C.5 that do not involve a delay of the in-service date that potentially causes violations of Applicable Reliability Standards, should the Transmission Provider determine it is appropriate. In determining whether to require a mitigation plan, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1 and IX.E.1 of this Attachment FF as well as, but not limited to:

A. The extent to which the ground(s) for Variance Analysis can be remedied through a mitigation plan, if successfully implemented,

including the extent to which cost can be restored to baseline and the required in-service date realized;

B. The willingness of the Selected Developer(s) or incumbent Transmission Owner(s) to implement the mitigation plan, including their willingness to bear the costs thereof;

C. The resources and ability of the Selected Developer(s) or incumbent Transmission Owner(s) to successfully implement the mitigation plan; and

D. Whether the Transmission Owner(s) that would receive the reassigned facilities would be better able to alleviate the ground(s) for Variance Analysis than the Selected Developer.

The mitigation measures may include, without limitation, any one or combination of the following components: (i) an updated implementation plan; (ii) an operating procedure; or (iii) alternative facilities and or projects to mitigate reliability violations. If a mitigation plan is used, the Transmission Provider and Selected Developer shall work together to amend the Selected Developer Agreement to reflect the mitigation plan. In the event that the Selected Developer or incumbent Transmission Owner refuses to execute the Transmission Provider's proposed mitigation plan or offer a substitute plan reasonably acceptable to the Transmission Provider, the Transmission Provider may elect either to file its proposed mitigation plan with the Commission unexecuted, select an alternate

Variance Analysis Outcome or, in if the Selected Developer is a signatory to the ISO Agreement, proceed thereunder.

IX.E.3. Reassignment

The Transmission Provider may determine to reassign Competitive Transmission Facilities in accordance with Section IX.E.3.1 of this Attachment FF. Reassignment shall also be proper if a Selected Developer fails to maintain its Qualified Transmission Developer status after the expiration of any applicable cure period. If a Selected Developer is the incumbent Transmission Owner whose service area is the service area for which the facilities triggering Variance Analysis are located, the Transmission Provider shall seek recourse through the ISO Agreement or FERC, as appropriate. In all other cases, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, and IX.E.2 of this Attachment FF as well as the following, in determining whether Reassignment is applied including but not limited to:

A. Whether a mitigation plan would be sufficient to alleviate the ground(s) for Variance Analysis;

B. The actions that the incumbent Transmission Owner(s), to whom the facilities would be reassigned to if the Transmission Provider selects the Reassignment Variance Analysis Outcome, would reasonably be required to take to successfully complete the facilities;

C. The incremental costs of the Reassignment Variance Analysis Outcome; and

D. The extent of any potential delay that the Reassignment Variance Analysis

Outcome may cause and any potential impacts on reliability.

If the Transmission Provider selects the Reassignment Variance Analysis Outcome, the Selected Developer(s) shall be obligated to work cooperatively and in good faith with the Transmission Provider, the incumbent Transmission Owner(s), and the affected Transmission Owner(s) and/or non-MISO transmission owners, to implement the transition.

IX.E.3.1. Procedure for Reassignment

Prior to making any determination to reassign facilities or projects, the Transmission Provider shall consult with the entity or entities to which such facilities or projects would be assigned to ascertain: (1) the willingness of such entities to develop, own, operate, and maintain such facilities or project; (2) the estimated costs submitted by such entities and the certainty of such estimates; and (3) the proposed schedule submitted by such entity or entities for developing the reassigned facilities or projects and the degree of certainty of such schedule. Reassigned facilities and or projects will be offered to the applicable Transmission Owner(s), as defined below:

A. Ownership and the responsibility to construct facilities which are connected to a single Transmission Owner's system belong to that Transmission Owner;

B. Ownership and the responsibilities to construct facilities which are connected between two (2) or more Owners' facilities belong equally to

each Transmission Owner, unless such Transmission Owners otherwise agree; and

C. Ownership and the responsibility to construct facilities which are connected between a Transmission Owner(s)' system and a system or systems that are not part of the Transmission Provider belong to such Transmission Owner(s) unless the Transmission Owner(s) and the non-Transmission Provider party or parties otherwise agree.

If the applicable Transmission Owner(s) decline to construct the reassigned facilities and or Eligible Project, the Transmission Provider will reassign, as applicable, the facilities and/or Eligible Projects through the Competitive Transmission Developer Selection Process, as described in Section VIII of Attachment FF of the Tariff.

IX.E.4. Cancellation of Facilities and or Projects

The Transmission Provider may determine to cancel Eligible Projects and/or facilities comprising such projects. In determining whether to cancel Eligible Projects or facilities, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, IX.E.2, and X.E.3 of this Attachment FF.

IX.F. Variance Analysis Confidentiality

The Transmission Provider shall not disclose to the public that a Variance Analysis has commenced until such time as it has confirmed its initial determination that a ground for Variance Analysis exists pursuant with Section IX.D.1 of this Attachment FF. Notwithstanding the preceding sentence, the Transmission Provider shall be allowed to disclose that it is commencing a Variance Analysis to third parties, including

interconnecting Transmission Owners, Selected Developers, or non-Members from whom the Transmission Provider requires information to determine whether the ground(s) for Variance Analysis exist. However, no confidential information will be disclosed when the Transmission Provider solicits information from third parties unless and to the extent such disclosure is needed to obtain information necessary to determine any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized.

In the event that the Transmission Provider determines pursuant to Section IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do not exist, the Transmission provider shall treat any information collected pursuant to Section IX.D.1 as Project Confidential Information. In the event that the Transmission Provider determines pursuant to IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do exist, the Transmission provider shall be authorized to share Project Confidential Information with such third parties as the Transmission Provider determines are reasonably necessary in order to enable the Transmission Provider to obtain needed input and information to identify any potential system reliability impacts of Variance Analysis Outcomes, including impacts from any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized. The Transmission Provider shall consult with the Selected Developer and or the incumbent Transmission Owner prior to sharing any such confidential information for the purposes of discussing reasonable confidentiality safeguards.

IX.G. Variance Analysis Dispute Resolution

All disputes by the affected Selected Developer or Transmission Owner shall be addressed in accordance with the provisions of Attachment HH, except that disputes involving the termination of a Selected Developer Agreement shall be addressed in accordance with the Dispute Resolution provisions of the Selected Developer Agreement.

IX.H Project Financial Security

The Transmission Provider may utilize Project Financial Security to cover the costs of Variance Analysis resulting from Default under the Selected Developer Agreement. In such event, the Transmission Provider may draw upon such funds after confirming that a Default exists pursuant to Section IX.D.1 of this Attachment FF. The Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in performing a Variance Analysis, transitioning the Competitive Transmission Project to a new Selected Developer and/or incumbent Transmission Owner(s), and otherwise distribute such funds as determined by the Commission to cover Variance Analysis and transition costs. Costs for which Project Financial Security funds may be used include reasonable consultant fees, attorneys' fees, costs of litigation and or regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall track its use of Project Financial Security and provide an informational filing to the Commission within six (6) months after the Transmission Provider concludes implementation of the selected outcome.

X. Interregional Coordination and Cost Allocation with the Southeastern Regional Transmission Planning Region

The public utility transmission providers in the Southeastern Regional Transmission Planning region ("SERTP") and the Midcontinent Independent System Operator region ("MISO") shall undertake the interregional transmission coordination and cost allocation procedures under Section X of this Attachment FF.

Where the regional transmission planning process is referenced as part of this interregional transmission coordination process the applicable regional transmission planning process for the Transmission Provider is described in Attachment FF; and is described for the SERTP in attachment K of the applicable SERTP transmission provider.

A. Interregional Transmission Coordination

1. Annual Meeting: Representatives of the SERTP and staff of the Transmission Provider will meet no less than once per year to facilitate the interregional coordination procedures described below (as applicable). Representatives of the SERTP and staff of the Transmission Provider may meet more frequently during the evaluation of interregional transmission project(s) proposed for purposes of interregional cost allocation between the SERTP and the Transmission Provider transmission planning regions.

2. Website Posting of Information on Interregional Coordination: The Transmission Provider shall utilize the regional planning website for communication of information related to these coordinated interregional transmission planning procedures. The Transmission Provider shall coordinate with the SERTP with respect to the posting of materials to the regional planning website related to the interregional coordination procedures between the SERTP

and the Transmission Provider transmission planning regions. The Transmission Provider shall, at a minimum, provide the following on the regional planning website:

a. Interregional coordination and cost allocation procedures between the SERTP and Transmission Provider;

b. Links to where stakeholders can register (if applicable/available) for the stakeholder committees or distribution lists of the SERTP;

c. Documents related to joint evaluation of interregional transmission projects; and

d. Status report on interregional transmission projects selected for purposes of interregional cost allocation between the SERTP and the Transmission Provider.

B. Model and Data Exchange

At least annually, the Transmission Provider and the SERTP shall exchange their then-current regional transmission plans including power-flow models and associated data used in the regional transmission planning processes to develop such transmission plan(s). This exchange will occur when such data is available in each of the regional transmission planning processes, typically during the first calendar quarter of each year. Additional transmission-based models and data may be exchanged between the SERTP and the Transmission Provider as necessary and if requested. For purposes of their interregional coordination activities, the Transmission Provider and SERTP will exchange only data and models used in the development of their then-current regional

transmission process and plans. This data will be posted on the pertinent regional transmission planning process' websites, consistent with the posting requirements of the respective regional transmission planning processes, and subject to the applicable treatment of confidential data and Critical Energy Infrastructure Information (CEII). The Transmission Provider shall notify SERTP of such posting.

C. Identification and Joint Evaluation of Proposed Interregional Transmission Projects

1. **Identification of Interregional Transmission Projects:** At least biennially, the Transmission Provider and the SERTP shall meet to review the respective regional transmission plans. Such plans include each region's transmission needs as prescribed by each region's planning process. This review shall occur on a mutually agreeable timetable, taking into account each region's regional transmission planning process timeline. If through this review, the Transmission Provider and the SERTP identify a potential interregional transmission project that may be more efficient or cost-effective than regional transmission projects, the Transmission Provider and the SERTP shall jointly evaluate the potential interregional transmission project pursuant to Section X.C.4.

2. Identification of Interregional Transmission Projects by Stakeholders: Stakeholders and transmission developers (pursuant to Section X.D.1) may also propose interregional transmission projects that may be more efficient or cost-

effective than regional transmission projects pursuant to the procedures in each region's regional transmission planning processes.

3. Identification of Interregional Transmission Projects by Developers:

Interregional transmission projects proposed for interregional cost allocation purposes ("Interregional CAP") must be submitted in both the Transmission Provider and the SERTP regional transmission planning processes. The project submittal must satisfy the requirements of Section X.D.1 except for the benefit-to-cost ratio requirements of Section X.D.1.a.ii[3]. The submittal must identify the potential transmission project as interregional in scope and identify the Transmission Provider and the SERTP as regions in which the project is proposed to interconnect. The Transmission Provider will verify whether the submittal for the potential interregional transmission project satisfies all applicable requirements. Upon finding that the proposed interregional transmission project satisfies all such applicable requirements, the Transmission Provider will notify the SERTP. Once the potential project has been proposed through the regional transmission planning processes in both regions, and upon both regions so notifying one another that the project is eligible for consideration pursuant to their respective regional transmission planning processes, the Transmission Provider and the SERTP will jointly evaluate the proposed interregional projects pursuant to Sections X.C and X.D.

[3] A transmission developer is not responsible for determining the benefit-to-cost ratio referenced in Section X.D.1.a.ii in a project submittal. However, an interregional transmission project proposed for Interregional CAP must ultimately satisfy the benefit-to-cost ratio requirements in accordance with the provisions of Section X.D.1.a.ii and X.D.3.

4. Evaluation of Interregional Transmission Projects: The Transmission Provider and the SERTP shall act through their respective regional transmission planning processes in the joint evaluation of potential interregional transmission projects identified pursuant to Sections X.C.1 and X.C.2 to determine whether the inclusion of any potential interregional transmission projects in each region's regional transmission plan would be more efficient or cost-effective than regional projects. Such analysis shall be consistent with accepted transmission planning practices of the respective regions and the methods utilized to produce each region's respective regional transmission plan(s). The Transmission Provider will evaluate potential interregional transmission projects consistent with Section I.C.6 and Section II of Attachment FF.

5. Review of Proposed Interregional Transmission Projects: Initial coordination activities regarding potential interregional transmission projects will typically begin during the third quarter of each calendar year. The Transmission Provider and the SERTP will exchange status updates regarding interregional transmission projects that are newly proposed or that are currently under consideration as needed. These status updates will generally include, if applicable: (i) an update of the region's evaluation of the proposal(s); (ii) the latest calculation of benefits (as identified pursuant to Section X.D.2); and (iii) the anticipated timeline for future assessments.

6. Coordination of Assumptions Used in Joint Evaluation: The Transmission Provider and the SERTP will coordinate assumptions and data used in joint evaluations, as necessary, including items such as:

a. Expected timelines and milestones associated with the joint evaluation;

b. Study assumptions;

c. Models; and

d. Benefit calculations (as identified pursuant to Section X.D.2).

D. Interregional Cost Allocation: If an interregional transmission project is proposed for Interregional CAP in the SERTP and the Transmission Provider transmission planning regions, then the following cost allocation and benefits calculations, as identified pursuant to Section X.D.2, shall apply to the project:

1. Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:

a. For a transmission project to be eligible for Interregional CAP within the SERTP and the Transmission Provider, the project must:

i. Interconnect to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development[4]

[4] For the MISO region, "under development" refers to Appendix A projects under development approved by the

ii. Have a combined benefit-to-cost ratio of 1.25 or higher to the SERTP and Transmission Provider regions, as calculated in Section X.D.3; and

iii. Meet the threshold and qualification criteria for transmission projects potentially eligible to be included in the respective regional transmission plans for purposes of cost allocation in the Transmission Provider and the SERTP, pursuant to their respective regional transmission planning processes.

b. On a case-by-case basis, the Transmission Provider and the SERTP may consider an interregional transmission project that does not satisfy all of the criteria specified in this Section X.D.1, but that: (i) meets the threshold criteria for a project proposed to be included in the regional transmission plan for purposes of cost allocation in only one of the two regions; and (ii) would be interconnected to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development.

c. The transmission project must be proposed for purposes of cost allocation in both the SERTP and the Transmission Provider. The project submittal must satisfy all criteria specified in the respective regional

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MISO Board of Directors.

transmission processes, including the respective timeframes for submittals proposed for cost allocation purposes. If a project is proposed by a transmission developer, the transmission developer must also satisfy the qualification criteria specified by each region.

2. **Calculation of Benefits for Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:** The benefits used to establish the allocation of costs of a transmission project proposed for Interregional CAP between the SERTP and the Transmission Provider shall be determined as follows:

   a. Each transmission planning region, acting through its regional transmission planning process, will evaluate proposals to determine whether the proposed project(s) addresses transmission needs that are currently being addressed with projects in its regional transmission plan and, if so, which projects in the regional transmission plan could be displaced by the proposed project(s).

   b. Based upon its evaluation, each region will quantify its benefits based upon the transmission costs that each region is projected to avoid due to its transmission projects being displaced by the proposed interregional transmission project as follows:

      i. for the SERTP, the total avoided costs of projects included in the then-current regional transmission plan that would be

displaced if the proposed interregional transmission project was included; and

ii. for the Transmission Provider, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included.

The benefits calculated pursuant to this Section X.D.2 are not necessarily the same as the benefits used for purposes of regional cost allocation.

3. Calculation of Benefit-to-Cost Ratio for an Interregional Transmission Project Proposed for Interregional CAP:

Prior to any regional benefit-to-cost ratio calculation pursuant to either regional transmission planning process, the combined interregional benefit-to-cost ratio, referenced in Section X.D.1.a, shall be calculated for an interregional transmission project proposed for Interregional CAP. Such calculation shall be performed by dividing the sum of the present value of the avoided project cost determined in accordance with Section X.D.2.b.i for the SERTP region and the present value of avoided project cost determined in accordance with Section X.D.2.b.ii for the Transmission Provider region by the present value of the proposed interregional transmission project's total project cost. The present values used in the cost calculation shall be based on a common date, comparable cost components, and the latest cost estimates used in the evaluation of the interregional transmission project. The combined

interregional benefit-to-cost ratio will be assessed in addition to, not in the place of, the SERTP's and the Transmission Provider's respective regional benefit-to-cost ratio assessment(s) (if applicable) as specified in the respective regional processes.

4. **Inclusion in Regional Transmission Plans:** An interregional transmission project proposed for Interregional CAP in the transmission planning regions of the SERTP and the Transmission Provider will be included in the respective regional transmission plans for purposes of cost allocation after:

   a. Each region has performed all evaluations, as prescribed in its regional transmission planning process, necessary for a project to be included in its regional transmission plan for purposes of cost allocation including any regional benefit-to-cost ratio calculations. Each region shall utilize the benefit calculation(s) as defined in such region's regional transmission planning process (for purposes of clarity, these benefits are not necessarily the same as the benefits determined pursuant to Section X.D.2). Each region shall utilize the cost calculation(s) as defined in such region's regional transmission planning process. The anticipated percentage allocation of costs of the interregional transmission project to each region shall be based upon the ratio of the region's benefits to the sum of the benefits, both as determined pursuant to Section X.D.2, identified for both the SERTP and the Transmission Provider.

b. Each region has obtained all approvals, as prescribed in its regional process, necessary for a project to be included in the regional transmission plan for purposes of regional cost allocation.

5. **Allocation of Costs Between the SERTP and the Transmission Provider Regions:** The cost of an interregional transmission project, selected for purposes of cost allocation in the regional transmission plans of both the SERTP and the Transmission Provider, will be allocated as follows:

   a. Each region will be allocated a portion of the interregional transmission project's costs in proportion to such region's benefit as calculated pursuant to Section X.D.2 to the sum of the benefits identified for both the SERTP and the Transmission Provider calculated pursuant to Section X.D.2.

      i. The benefits used for this determination shall be based upon the benefit calculation most recently performed – pursuant to the method described in Section X.D.2 – before each region included the project in its regional transmission plan for purposes of cost allocation and as approved by each region.

   b. Costs allocated to each region shall be further allocated within each region pursuant to the cost allocation methodology contained in its regional transmission planning process.

6. **Milestones of Required Steps Necessary to Maintain Status as Being Selected for Interregional Cost Allocation Purposes:** Once selected in the respective regional transmission plans for purposes of cost allocation, the

transmission owners in the SERTP planning region that will be allocated costs of the transmission project, the Transmission Provider, and the transmission developer(s) must mutually agree upon an acceptable development schedule including milestones by which the necessary steps to develop and construct the interregional transmission project must occur. These milestones may include (to the extent not already accomplished) obtaining all necessary rights-of-way and requisite environmental, state, and other governmental approvals and executing a mutually-agreed upon contract(s) between the applicable transmission owners in the SERTP planning region, the Transmission Provider and the transmission developer. If such critical steps are not met by the specified milestones and then afterwards maintained, then the Transmission Provider and the SERTP may remove the transmission project from the selected category in the regional transmission plans for purposes of cost allocation.

7. **Interregional Transmission Project Contractual Arrangements:** The contracts referenced in Section X.D.6 will address terms and conditions associated with the development of the proposed interregional transmission project included in the regional transmission plans for purposes of cost allocation, including but not limited to:

   a. Engineering, procurement, construction, maintenance, and operation of the proposed transmission project, including coordination responsibilities of the parties;

b. Emergency restoration and repair;

c. The specific financial terms and specific total amounts to be charged by the transmission developer of the transmission project to each beneficiary, as agreed to by the parties;

d. Creditworthiness and project security requirements;

e. Milestone reporting, including schedule of projected expenditures;

f. Reevaluation of the transmission project; and

g. Non-performance or abandonment.

8. Removal from Regional Transmission Plans: An interregional transmission project may be removed from the SERTP's or the Transmission Provider's regional transmission plan(s) for Interregional CAP: (i) if the transmission developer fails to meet developmental milestones; (ii) pursuant to the reevaluation procedures specified in the respective regional transmission planning processes; or (iii) if the project is removed from one of the region's regional transmission plans pursuant to the requirements of its regional transmission planning process.

a. The Transmission Provider shall notify the SERTP if an interregional transmission project or a portion thereof is likely to be, and/or is actually removed from its regional transmission plan.

E. **Transparency**

1. Stakeholders will have an opportunity to provide input and feedback within the respective regional transmission planning processes of the

SERTP and the Transmission Provider related to interregional transmission projects identified, analysis performed, and any determination/results. Stakeholders may participate in either or both regions' regional transmission planning processes to provide their input and feedback regarding the interregional coordination between the SERTP and the Transmission Provider.

2. The Transmission Provider shall use the existing planning stakeholder forums, such as the Planning Advisory Committee and Sub-regional Planning Meetings, to review with stakeholders the interregional activities associated with the SERTP.
3. The Transmission Provider will post a list, on the Regional Planning Website, of interregional transmission projects proposed for purposes of cost allocation in both the Transmission Provider and the SERTP regions that are not eligible for consideration because they do not satisfy the regional project threshold criteria of one or both of the regions as well as post an explanation of the thresholds the proposed interregional projects failed to satisfy.

TAB C

Tab C

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	**)**	**Docket No. ER27-___-000**

PREPARED DIRECT TESTIMONY OF
CHRISTINA DRAKE
DIRECTOR, GENERATION INTERCONNECTION

I. PROFESSIONAL BACKGROUND AND QUALIFICATIONS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND RELATIONSHIP TO THE MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

A. My name is Christina Drake. I am the Director, Generation Interconnection for the Midcontinent Independent System Operator, Inc. ("MISO"). My business address is 720 City Center Drive, Carmel, IN 46032.

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND PROFESSIONAL BACKGROUND.

A. I hold a Bachelor of Science in Electrical Engineering from Rose-Hulman Institute of Technology, and a Master of Business Administration ("MBA") from Anderson University. I have been employed by MISO since 2002 in a variety of different roles. I spent the first 17 years of my career in various positions in MISO Operations. During that time, I worked as a North American Electric Reliability Corporation ("NERC") certified system operator in engineering and as reliability coordinator in MISO's control room. I also led several groups within MISO Operations as a manager in engineering, operations processes and controls, and generation interchange. I've served in control-room operations and leadership across markets and planning, and I now lead Generation Interconnection strategy and execution for the region. I previously led Economic, Interregional & Policy Planning in transmission planning, including development of MISO's 20-year Future Scenarios and support for the $20B Long Range Transmission Planning portfolio. My background spans reliability coordination, operations engineering, settlements, and more than 15 years of people leadership across real-time operations, markets, and transmission and resource planning.

Q. PLEASE DESCRIBE YOUR CURRENT ROLE AND RESPONSIBILITIES.

A. As the Director of Generation Interconnection, I am responsible for the administration of MISO's Generator Interconnection Procedures ("GIP"), which are set forth in Attachment X of MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff" or "MISO Tariff"). I oversee MISO's Interconnection Queue, known as the Definitive Planning Phase ("DPP"), including the negotiation and execution of Generator Interconnection Agreements ("GIAs"), which are based on MISO's pro forma GIA set forth in Appendix 6 of the GIP. I also oversee the group that manages and processes the temporary Expedited Resource Addition Study ("ERAS") process, and will also oversee the group that will manage the generation studies related to Large Load Resource Addition Study ("LARS") process. I have been directly involved in the preparation and development of the current proposals.

Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN A REGULATORY PROCEEDING?

A. No. This is the first testimony that I have provided in any regulatory proceeding**.**

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony has two purposes. First, my testimony supports the proposed Tariff revisions submitted in this docket to implement the LARS process and the Large Load Generator Interconnection Agreement ("LLGIA") to govern and memorializes the study process. Second, my testimony also explains how LARS addresses certain findings and concerns in the Commission's Show Cause Order related to large load integration issued to MISO in Docket No. EL26-70-000 on June 18, 2026 ("Show Cause Order"). This includes, but is

not limited to, how the LARS process addresses the facilitation of connecting electrically proximate large loads and generation addressed in the Order.[1]

Q. WHY IS THE LARS CONSTRUCT NEEDED?

A. LARS is needed to respond to the recent and accelerating growth of large loads in MISO's footprint. MISO's existing study processes require supplementation and enhancement to efficiently address both the number and size of large loads looking to connect to MISO's Transmission System, especially given the speed with which many of them seek to come online. In partnership with its stakeholders, MISO was already working to address large loads in its Large Load Working Group ("LLWG"), but the Commission's June 18, 2026, Show Cause Order accelerated MISO's plans to implement a better framework for addressing large loads in its footprint. The LARS proposal is one part of MISO's large load framework and it provides a pathway for studying large loads with paired generation on an accelerated timeline.

Q. PLEASE EXPLAIN WHY THIS PROPOSAL IS TIME SENSITIVE.

A. While existing processes have effectively integrated new large loads, MISO needs to continue to evolve its approach and develop long-term solutions to maintain reliability while enabling accelerating load growth. MISO's Expedited Project Review ("EPR") process, DPP process, and ERAS process are currently completed on different timelines, which can cause delays in the project approval process. For example, some projects being studied in the EPR process must wait until a DPP project or an ERAS project receives a

[1] In providing this testimony, capitalized terms not otherwise defined herein have the meeting set forth in MISO's Tariff. MISO uses the uncapitalized term "large load" in this transmittal letter and associated testimony rather than the "Large Load" term proposed in MISO's pending Large Load Interconnection Reliability filing. This is done to avoid confusion because that definition remains pending before the Commission and because, given the 200 MW threshold for entry into LARS, not all "Large Loads" will be eligible to be a "LARS Associated Load."

GIA or ERAS Generator Interconnection Agreement ("EGIA") until it can be approved, and vice versa. LARS addresses this timing problem by aligning both the load and generation study processes in the same time frame. This will enable MISO to allow projects to connect to its system faster without sacrificing study quality or accuracy. Aligning the studies for planned large loads and associated generation will increase speed to approval and optimize network upgrades within 120 days.

Q. WHAT ARE THE BENEFITS OF ALIGNING THESE STUDY PROCESSES?

A. LARS builds on concepts developed for the ERAS and ZGIA processes, integrates planned load, enabling speed, certainty, and more optimal network upgrades for loads bringing new generation with them. Completing the generation and load studies in parallel allows MISO to see the full impacts on the system with each different configuration, which enables MISO to identify solutions for both the generation and load sides. The benefits go beyond increased processing speed. LARS allows the proposed generation and associated large load to be included in each other's studies. If MISO can identify a common solution that helps integrate both the load and generation into the system, then MISO can maximize the benefits of both processes and reduce integration costs. Thus, LARS provides MISO with opportunities for coordination that do not exist right now, that produce more cost-efficient solutions, and that result in a more reliable system overall.

Q. PLEASE PROVIDE A HIGH-LEVEL OVERVIEW OF THE KEY COMPONENTS OF THE LARS PROPOSAL.

A. The high-level aspects of LARS are two study processes that use similar modeling assumptions that are completed concurrently for both the large load and the proposed generation to serve that load. MISO will complete the LARS study process three times per

year and will accept ten generation/load pairs into each study period. MISO will accept LARS Applications on a rolling basis and will manage a LARS Application queue. The load study side of LARS will be based on the annual cumulative MISO Transmission Expansion Plan ("MTEP") process and the out-of-cycle process focused EPR study. In the load study process, MISO is confirming that developed transmission solutions meet the needs to integrate the load into the transmission system. In the generator study side of LARS, MISO is confirming that developed transmission solutions meet the needs to integrate the generator into the Transmission System. The generation study process in LARS will be based on some of the expedited processes and timelines that were originally developed for ERAS and refined for this process.

Q. WHAT IS THE OUTCOME OF THE LARS STUDY PROCESS?

A. Ultimately, the outcome of LARS is an MTEP-approved project for reliable load integration into MISO's system, a Large Load Generator Interconnection Agreement ("LLGIA"), the allocation of LLGIA generation interconnection service, and a more optimized set of Network Upgrades for both generation and load within a 120-day period.

II. THE CURRENT STATE OF THE MISO QUEUE AND THE NEED FOR THE LARS PROCESS

Q. PLEASE DESCRIBE THE EFFECTIVENESS OF MISO'S INTERCONNECTION QUEUE PROCESS FOR ADDRESSING THE NEEDS OF LARGE LOADS.

A. MISO's Interconnection Queue, known as the DPP, provides a valuable tool that processes a significant volume of generation requests during each study cycle. The DPP processes most of the Interconnection Requests for new Generating Facilities and Energy Storage Resources. It will continue to be MISO's primary tool for meeting most Load growth

needs, including some large loads. However, there continues to be an extremely high number of non-commercially viable generator interconnection requests in MISO's queue. In addition to these proposed Tariff changes, MISO is advancing multiple efforts to enhance the queue experience. Examples of ongoing or completed initiatives include the queue reforms approved in January 2024 to increase readiness, the queue cap approved in January 2025, the implementation of SUGAR software to automate and increase the speed of the Phase I and Phase 2 studies, further improvements made to the generator interconnection portal that automate certain manual processes in the interconnection application process, automation of the GIA process and the Commercial Operation Date tracker, which debuted in early 2025 and provides greater transparency into the status of future Generating Facilities in MISO.

MISO is coordinating the development of these enhancements through the stakeholder process and outside vendors. MISO is also working to identify additional processes and tool improvements to improve the overall DPP process including limiting restudies to one if needed for reliability to help close out lingering DPP cycles. In addition, since MISO's last major queue reform in 2017, MISO has made numerous improvements to its queue rules and established new processes such as the ERAS process, the Joint Targeted Interconnection Queue ("JTIQ"), and the Zero-Injection Generator Interconnection Agreement ("ZGIA"), which is currently pending Commission acceptance.

While these reforms are producing—and will continue to produce—significant process efficiencies and allow MISO to shorten the study time needed for generation, it would not be feasible or desirable to truncate the DPP to the degree needed to meet the short lead times demanded by data centers and other large loads to meet their need by

dates—some of which seek to go online within a year—without compromising the utility for the DPP for all other types of Interconnection Requests.

Q. WHAT IS THE CURRENT STATUS OF MISO'S EPR PROCESS?

A. MISO's Expedited Project Review ("EPR") process has most recently been used to address large load additions. The EPR process exists to address urgent system enhancement needs that cannot wait for the full MTEP cycle and studies projects where any delay could jeopardize system reliability. During the MTEP26 cycle, MISO has approved 26 GW of Spot Loads. These 47 loads are located across MISO's entire footprint, with high concentrations in the Central and South regions. In conjunction with the Transmission Owners, MISO developed and approved an additional 40 Corrective Action Plan ("CAP") transmission projects to reliably support the integration of the load. Currently, an additional 10 GW of load is under study.

Q. PLEASE DESCRIBE HOW THE LLGIA AND THE LARS PROCESS FIT INTO MISO'S BROADER LARGER LOAD ENABLEMENT EFFORT.

A. The LARS construct is one process to enable speed to power for generation and load, specifically generation that is located geographically and electrically near to the load it plans to serve. Speed to power is achieved because the framework facilitates the modelling of generation with the LARS Associated Load when being studied from a load integration perspective and the modelling of load with the LARS Interconnection Customer when being studied from a generation integration perspective.

LARS is intended to provide a resource solution associated with significant new demand without establishing an unrestricted alternative to MISO's ordinary generator interconnection process. Together with the ZGIA framework, LARS provides MISO with

an additional mechanism to facilitate the development of resources needed to support significant new load growth while maintaining reliability and appropriate protections for existing Interconnection Customers.

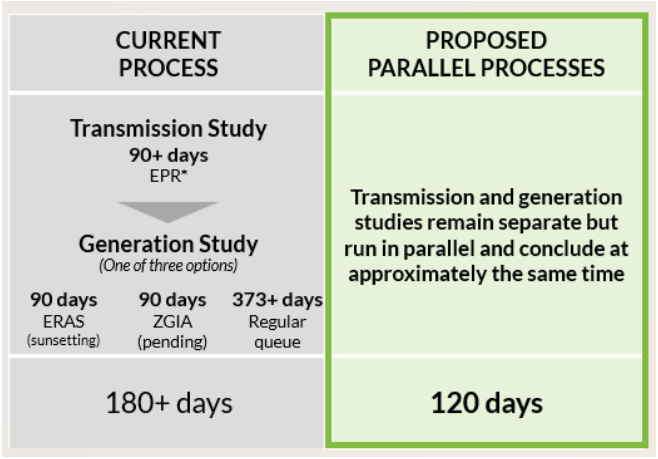
Q. IS THE LARS PROPOSAL DEPENDENT ON THE COMMISSION'S ACCEPTANCE OF MISO'S OTHER LARGE LOAD REFORMS?

A. No. LARS is simply one piece of the overall suite of solutions for large load integration and is complementary to other parts of MISO's large load framework. While MISO is developing new transmission products and application processes to address the concerns raised in the Show Cause Order, LARS is being filed now because it can operate both within MISO's existing transmission study processes as well as the new processes and requirements MISO is developing in response to the Show Cause Order once they are accepted by the Commission. In the meantime, MISO can seize on the efficiencies provided by LARS by deploying this process for loads that need it immediately while MISO is developing other reforms. MISO has carefully developed LARS to be a complete, freestanding process that builds off existing frameworks while also ensuring that the LARS process will be able to efficiently integrate into further reforms currently under development for large load.

Q. PLEASE DESCRIBE HOW LARS ACCELERATES THE DEVELOPMENT TIMELINES FOR LARGE-SCALE TRANSMISSION AND GENERATION PROJECTS.

A. LARS advances the objective of accelerating the timelines for large-scale transmission and generation projects by providing a process through which new large loads and generation intended to support that load, can be studied on an accelerated and coordinated basis.

Studying qualifying load and generation together provides a mechanism for MISO to consider significant new demand and the resources associated with that demand on aligned study timelines.



As the graphic above demonstrates, LARS aligns the timeline of different studies into one 120-day timeline.

Q. WHAT ARE THE KEY DISTINCTIONS BETWEEN THE STUDY PERFORMED UNDER THE DPP PROCESS AND THE STUDY CONDUCTED FOR LARS?

A. The study performed under the DPP process differs from the LARS study in several important respects. Under the DPP, Interconnection Requests are evaluated through a three-phase, grouped study process with decision points after each phase designed to identify and remove speculative or non-feasible projects as more information becomes available regarding the impacts of adding a generating resource to the Transmission System. Because projects that will impact the Transmission System are studied in clusters, each Interconnection Request is affected by higher-queued and same-group projects, which introduces complexity and uncertainty into the study process, particularly when withdrawals occur.

The LARS generation study, in contrast, will be conducted on a serial, first-come, first-served basis, rather than in groups. LARS is not a part of the DPP process but also will not supplant it. MISO understands the concerns that LARS is enabling queue jumping but LARS is a unique and separate process from the DPP and it has extremely stringent eligibility requirements that will limit the number of projects that can participate in it as well as post-study restrictions to prevent misuse. More specifically, LARS generation projects will be limited to those that are contractually paired with a large load for a minimum of five years, that are commercially viable, and that have the ability to come online in the next 3-6 years. Once the LLGIA is executed and the LARS Associated Load approved for inclusion in MTEP, any changes to the LARS Associated Load that the Generating Facility will serve within the first fifteen years after the LARS Associated Load commences use of the Transmission Service granted through LARS would require new Interconnection Service and termination of the LLGIA for the Generating Facility resulting from the LARS process. If the generation is withdrawn or the LLGIA is terminated at any point, this would require the LARS Associated Load to be studied through MTEP processes independently. These features result in a carefully scoped process that prevents queue jumping.

Q. WHY IS MISO PROPOSING LARS AS A PERMANENT PROCESS?

A. There are several reasons LARS is a permanent process. First, a temporary service would create unnecessary costs and uncertainty for generation and load in such configurations. Allowing a permanent service will provide greater up-front financial and operational certainty to the Interconnection Customer seeking to participate in LARS. Second, it would not be efficient or fair to weigh down the DPP with new Interconnection Requests that have

already formally paired with a large load. Studying the Generating Facilities with the associated large load is more efficient and provides more optimized Network Upgrades. Third, MISO's experience with the EPR process demonstrates that a more permanent review process needs to be established for these kinds of large loads. MISO first encountered a situation that would have benefited from LARS in early 2025 and, since then, MISO has been able to efficiently address the growth in large load additions while waiting for GIAs to be executed. However, as MISO receives more load interconnection requests that require generators, MISO needs this alignment and a more effective study process. MISO is experiencing significant growth in electricity demand at the same time that additional resources are needed to reliably serve that demand. MISO projects annual load growth of approximately 1% to 3% through 2044, driven in part by energy-intensive loads such as data centers and manufacturing expansion, and has identified the need to accelerate new resource additions as demand grows.

Establishing LARS as a permanent process also increases regulatory certainty and provides a consistent cadence of review for generation/load pairs, which will help MISO avoid a rush of projects like was experienced with ERAS. The requirement that the link between the LARS Associated Load and the Generating Facility be maintained for a minimum of fifteen years or new studies be performed if either terminates service provides a more effective safeguard than a temporary form of service because changes in the relationship between the load and generation that could alter the impact of each on the Transmission System would be the trigger for termination. Ultimately, withdrawing service from a generator that has been operating for 15 years may have significant, unintended resource

adequacy consequences, as it would force offline a generator that might otherwise be available to address capacity needs. Such a result is not required to deter misuse.

Q. PLEASE ELABORATE ON HOW THE LARS PROCESS PROVIDES SPEED TO POWER TO LARGE LOAD ENABLEMENT.

A. LARS primarily addresses a timing issue. Only resources that have executed GIAs are eligible for inclusion in MTEP studies. MISO's MTEP process, including its EPR process, provides a clear picture of any necessary network upgrade facilities and costs required to integrate a new load and can move on a 90-day timeline. However, the MISO DPP interconnection queue does not move this fast and is designed for a 365-day timeline.

LARS addresses this problem by achieving a faster study timeline because MISO can include the linked generation/load pair through both study processes: the non-approved generation is represented in the LARS load study and the non-approved load is represented in the LARS generation study. Using this as the base can reduce any observed Planning Criteria violations (as defined in Attachment FF to the Tariff) and the mitigations that need to be developed because the generation and load are relying on each other at the start. Thus, the outcome is reduced time and reduced costs. The LARS process will provide MTEP approval for transmission projects necessary to reliably interconnect the load and generation to the system in approximately 120 days.

Q. WILL THE LARS PROPOSAL HELP ADDRESS RESOURCE ADEQUACY NEEDS IN THE MISO REGION?

A. Yes. MISO is expecting shovel-ready, commercially viable projects to participate in LARS, which allows MISO to complete the studies with greater certainty by reducing the probability of speculative projects from participating. Moreover, the Generating Facilities

that participate in LARS will have Network Resource Interconnection Service ("NRIS"), which allows for the generation project to be studied for deliverability across MISO's footprint and can qualify as a Network Resource for capacity and resource adequacy needs. A LARS Generating Facility will have the ability to participate in the Planning Reserve Auction ("PRA") and support resource adequacy.

III. THE LARGE LOAD ADDITION RESOURCE STUDY

Q. PLEASE DESCRIBE THE LARS PROCESS.

A. LARS provides a mechanism for a large load of at least 200 MW (*i.e.*, LARS Associated Load) to formally pair with generation to be included in a parallel study process. MISO will study the generation/load pair using the same assumptions and methodology applied in the generation interconnection and MTEP processes. MISO will complete the LARS process three times per year for up to ten generation/load pairs that have applied by the LARS Application deadline. As I explained previously in this testimony, the outcome of the LARS process is the allocation of generation injection rights ("LLGIA"), load withdrawal rights, and a more optimized set of Network Upgrades in approximately 120 days.

Q. WHAT ARE THE MODELING ASSUMPTIONS USED ACROSS THE LARS STUDY PROCESS?

A. The LARS construct enables the alignment of transmission and generation studies through tighter coordination between the generation and load. The LARS studies will begin with the MTEP models as a base to contain consistent topology, generation, and load assumptions. Both perspectives begin with the same topology as established in the annual MTEP.

On the generation study side, the LARS model build will include all existing generators with executed GIAs from completed DPP cycles, the ERAS process, and the latest MTEP base case with all approved MTEP transmission projects as well as any recently approved EPR projects at study kick-off. LARS studies will not include Interconnection Requests currently in the DPP process that do not have an executed GIA. On the generation study side, the paired load and generation will be studied serially, and the study will determine whether there are any impacts individualized to the pair to determine the Network Upgrades needed "but for" the generator interconnecting.

On the load study side, the LARS load study process is built upon MISO's existing EPR process and requires similar information. The transmission reliability studies will employ a cumulative format and include all LARS projects in that study cycle to ensure the complete impacts of the load and generation are observed. All ten generation/load pairs will be represented in one model, and MISO will complete ten separate studies in that one model. MISO's load study process focuses on accounting for cumulative impacts of the proposed loads and paired generation and any coordination with affected systems. The Transmission Owner's initial set of transmission solutions are identified and submitted to the LARS load study for the integration of the load using MTEP established processes and practices. MISO considers any additional relevant transmission solutions that may be appropriate for the project.

Q. WHAT ARE THE BENEFITS OF COMPLETING THESE STUDIES IN PARALLEL?

A. There are several benefits to completing these studies in parallel. First, MISO will be able to analyze multiple scenarios and dispatches in the studies while accounting for cumulative

effects of load on the system and isolating the impacts of generation on the system, which avoids the dependence on the overall cluster of generating facilities moving forward. Second, capturing the outages of both the large load and proposed generation results in there being no need for the operational following of load and generation. This allows for MISO to get the whole view of the generation/load pair's impact on the system using the full suite of developed contingencies. These are processes that MISO has been employing for years, but LARS provides MISO with the opportunity to look at these issues through a new lens on both the generation and load sides of the equation.

Q. WILL RESTUDIES BE ALLOWED IN THE LARS PROCESS?

A. No. There will be no restudies completed in the LARS process. If either the load or generation withdraws from LARS, the LLGIA is terminated and the non-refundable deposits are forfeited. The purpose of LARS is to create a fast and efficient process for viable, shovel ready projects. Once an LLGIA is executed or filed unexecuted, the Interconnection Customer is responsible for all Network Upgrade costs associated with GIPs for the Project. On the load side, LARS ends with MTEP approval and after such approval, the LARS Associated Transmission Customer remains responsible for the Network Upgrade Costs associated with Baseline Reliability Projects ("BRPs") or Other type projects identified through LARS. So, if the projects completing the process are assigned Network Upgrades and either the load or generation subsequently is not built, its service terminated, or the link between the generation and LARS Associated Load severed, then the Interconnection Customer and LARS Associated Tranmission Customer remain responsible for any associated costs assigned to their project. Thus, the assigned Network Upgrades will be built, as either the withdrawing generation or load will be responsible for

any previously assigned Network Upgrade costs assigned under GIP, Baseline Reliability, or Other project types. This is an enhanced version of the ERAS framework to deter speculative, non-viable projects from entering LARS and is also necessary to avoid restudies for later Transmission Customers or Interconnection Customers should the large load or associated generation fail to materialize. This certainty for later projects is necessary to allow LARS studies to move at the speed required without disrupting other generator or load study processes.

A. THE LARS APPLICATION PROCESS

Q. WHAT IS THE LARS APPLICATION?

A. MISO is establishing a single application process for LARS participants. The LARS Application will be a single submission consisting of the materials required by Attachment FF and Attachment X. Because LARS involves two separate study processes being completed concurrently and in parallel, all the relevant parties to the load and generation pairing must apply together. While the LARS Application process may only be initiated by the LARS Associated Transmission Customer, the Interconnection Customer(s), the Transmission Owner, and the LARS Associated Load customer must all complete the required information as part of the LARS Application before it is reviewed by MISO. Required pieces of the LARS Application include:

- Identification of the LARS Associated Load and one Point of Withdrawal ("POW").
- An attestation signed by the LARS Associated Transmission Customer that the parties have agreed to the Point of Interconnection ("POI").

- The identification of any Interconnection Customers serving the LARS Associated Load located behind the same POI.
- The required offtake agreement or related agreements between the LARS Associated Transmission Customer and the Interconnection Customer(s).
- The required technical data, full site control and model information including valid models for electromagnetic transient ("EMT") studies.
- The required payments and deposits.

Q. WHAT IS THE RELATIONSHIP BETWEEN THE GENERATION AND LOAD PAIR?

A. The relationship between a generation and load pair can be understood from three angles: contractual association, study association, and operational association. First, an Interconnection Request included in a LARS Application must be accompanied by an executed contractual agreement between the Interconnection Customer and either the LARS Associated Transmission Customer or the entity that owns or controls the LARS Associated Load. The agreement must demonstrate that the output of the LARS Generating Facility will serve the LARS Associated Load. The agreement must be legally binding and specify a term of at least five years at application. As described in Section 3.12.2(i) of Attachment X, the agreement must be in the form of a power purchase agreement ("PPA") or similar off-take agreement, a Build-Own-Transfer Agreement, or any other kind of agreement used by Load Serving Entities including a special contract, a large load tariff agreement, or a retail service agreement. Second, as described earlier, the load and generation pair will be studied at the same time and in parallel to assist MISO with identifying combined transmission solutions. Finally, as an outcome of the formal

relationship, MISO is analyzing numerous parameters around the impact of the generation operation with the load. This includes studying the impacts of the generator when the load is out of service and the load when the generator is out of service in order to maintain system reliability under outage conditions. MISO also is requiring that the formal pairing between and continued service by both the Generating Facility and LARS Associated Load last a minimum of fifteen years as a condition of service.

Q. WHO MAY SUBMIT A LARS APPLICATION?

A. The LARS Associated Transmission Customer is responsible for submitting the LARS Application. While the LARS Associated Transmission Customer is the only party that may start and submit the LARS Application, they are required under new Tariff provisions to actively participate in the LARS process with the potential LARS Interconnection Customers prior to LARS Application deadline. The LARS Application requires support from the LARS Associated Load and Interconnection Customers. No changes may be made to the LARS Application after submission.

Q. HOW DID MISO ACCOUNT FOR OPEN ACCESS REQUIREMENTS WHEN DEVELOPING THE LARS PROCESS?

A. The LARS requirements for Interconnection Customers are facially neutral, fuel-agnostic, and allow for the potential inclusion of any resource regardless of technology. Any Interconnection Customer with a paired LARS Associated Load may be studied in LARS regardless of their identity as long as they meet the applicable state's legal requirements. LARS does not expand state laws or authorize arrangements that are not permissible under those laws. LARS does not introduce any independent prohibition on Independent Power

Producers ("IPPs") and other kinds of Interconnection Customers participating in this process.

Q. WHY IS MISO REQUIRING PRE-SUBMISSION COORDINATION ACTIVITIES PRIOR TO THE SUBMISSION OF THE LARS APPLICATION?

A. Pre-submission coordination activities are required for LARS because of how the study process was developed. Certain agreements and commitments must be made by the parties prior to the submission of the LARS Application so that the LARS study process can be completed efficiently within a 120-day time period. Principally, MISO needs the parties and the applicable Transmission Owner to agree on a definitive POI prior to applying to LARS. Early confirmation by the relevant parties ensures POI feasibility and availability, and allows the parties to enter LARS with greater certainty than if the coordination occurred only after application submission.

To encourage these coordination activities, MISO has proposed new Tariff provisions setting a specific timeline for the parties to meet and collaborate. Forty-five calendar days prior to any LARS Application deadline, a potential LARS Interconnection Customer must notify the Transmission Owner to whose Transmission Facilities the potential LARS Interconnection Customer proposes to Interconnect of its plans to participate in LARS. After receiving a request to meet from any potential LARS Interconnection Customer, the Transmission Owner must meet with them and any other impacted parties necessary to determine a definitive POI within 10 business days after receiving a request for the meeting. The Transmission Owner and the Interconnection Customer must jointly agree on a feasible POI no later than ten business days prior to the next LARS Application deadline as published on MISO's website. An attestation from the Transmission Owner

stating that it has an agreed POI with the LARS Interconnection Customer(s) must be included in the LARS Application.

Q. WHAT IS THE POI ATTESTATION REQUIREMENT FOR A LARS APPLICATION?

A. After meeting with a potential LARS Interconnection Customer, the Transmission Owner will have at least 15 business days to provide an attestation and approve a valid POI. The attestation must be included in the LARS Application to demonstrate that the Transmission Owner and the LARS Interconnection Customer(s) have agreed on a POI for the Generating Facilities. This attestation requirement was added in response to stakeholders expressing desire for there to be some mechanism in place for requiring discussions to be held on the POI before application submission in order to increase the efficiency of the LARS process. MISO wanted to acknowledge stakeholder feedback on this challenge upfront to help avoid any requests to move POIs later in the process and to put provisions in place to facilitate the completion of the studies within 120 days.

Q. WHEN MUST A LARS APPLICATION BE SUBMITTED?

A. MISO will accept LARS Applications on a rolling basis, and the applications will be queued on a serial, time-stamped basis like in the ERAS process. There will be three LARS study periods each year and each study period will be completed in approximately 120 days. MISO will accept ten LARS Applications per study period and the LARS Applications will be assigned to study periods in order of submission. Customers interested in joining the next LARS study period must submit their LARS Application to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, which will be at least 20 business days prior to the scheduled

kick-off of the next LARS study period as published on the MISO public website. MISO will keep an open queue of LARS Applications and, depending on the number of submissions received, will move LARS pairs into earlier study cycles depending on when withdrawals occur. A valid LARS Application will be included in the next available LARS study period that commences after the application is submitted.

Q. WHAT ARE THE LARS ELIGIBILITY REQUIREMENTS?

A. MISO has developed a balanced set of requirements for participation in LARS to ensure that the accelerated study is utilized for projects that are commercially viable and shovel ready. As such, MISO is proposing the following eligibility requirements for LARS that must be met at the time of LARS Application submission:

- Load size must be greater than or equal to 200 MW at one POW;
- Requested NRIS Interconnection Service is greater than or equal to 200 MW, and not more than 150% of the peak Demand of the LARS Associated Load;
- The generation and load pair must be located in same Local Resource Zone;
- $250,000 non-refundable application fee must be submitted;
- POI approved by the applicable Transmission Owner as demonstrated in an attestation;
- Full site control at the POI;
- EMT modeling requirements are met for load and for generation (if inverter-based resource);
- A specified Commercial Operation Date for the Generating Facility and a date by which the LARS Associated Load shall commence service for the full amount of

the transmissions service requested in the LARS Application that is not later than three (3) years from the date such Interconnection Request is submitted.

Q. IS THERE ANY REQUIREMENT INDICATING WHICH PARTY TO THE LARS APPLICATION MUST MAKE THE REQUIRED STUDY DEPOSITS?

A. Yes. The LARS Associated Transmission Customer is responsible for submitting the non-refundable $250,000 D1 payment. The Interconnection Customer is responsible for submitting the M2 and D2 payments as specified in Attachment X.

Q. HOW WILL PROJECTS BE SELECTED FOR THE LARS STUDY?

A. Once the LARS process is approved, MISO will process the LARS Applications using a serial "first-come, first-served" approach based on the date and time the application was submitted. The first ten projects to submit the LARS Applications will remain under review until MISO has completed its screening process of all ten projects to ensure that they meet the LARS eligibility requirements. After the ten projects in a cycle are validated and accepted, the remaining projects that applied in the cycle will be deferred to the next available LARS study period in order of submission time. Since only ten projects will be studied at a time, serial review of the applications will expedite the review process. MISO expects the LARS applicants to apply when they are ready and meet all the necessary eligibility requirements to participate. All application deadlines and all received LARS Applications information will be posted on the MISO public website for transparency in a timely fashion.

Q. DOES LARS INCLUDE A DEFICIENCY CURE PERIOD FOR APPLICANTS?

A. Yes. MISO describes the deficiency review process and cure period timing in both Attachment X and Attachment FF. After receiving a LARS Application, MISO will review

the application material and, within 15 business days of receipt, notify the Transmission Customer of any identified application deficiencies and an explanation of the reasons for the deficiencies. The Transmission Customer will have 10 business days from receipt of the deficiency notification from MISO to cure the identified deficiencies. There will only be one deficiency review period of 15 business days for MISO and one cure identification period of 10 business days for the Transmission Customer, unless MISO identifies another deficiency later in the process. If the Transmission Customer is unable to cure the deficiencies, then the LARS Application will be deemed withdrawn and the non-refundable D1 will be forfeited.

Q. CAN MULTIPLE LARS APPLICATIONS BE SUBMITTED FOR THE SAME LOAD?

A. Yes. A LARS Associated Load may be served by multiple generators grouped at one or more POIs, but each generator group behind a single POI must submit an individual LARS Application. Thus, for each POI where generation will be connected to serve a LARS Associated Load, a separate LARS Application must be submitted to MISO. This will allow MISO to review the necessary information for each POI and identify all the Generating Facilities serving the LARS Associated Load. While the Generating Facilities do not have to aggregate behind a single POI, they must all be located in the same LRZ as the LARS Associated Load.

B. LARS LOAD STUDY OVERVIEW

Q. WHAT IS A LARS ASSOCIATED LOAD?

A. The LARS Associated Load is defined in the Tariff as the source of electrical load that is at least 200 MW and that is formally paired with one or more Interconnection Customer(s) that have submitted an Interconnection Request to LARS.

Q. WHY IS THE LARS LOAD SIZE LIMITED TO AT LEAST 200 MW?

A. MISO initially proposed setting the threshold LARS Associated Load minimum to 250 MW based on its experiences with the EPR process and as MISO has seen generation needed for load projects of more than 300 MW. In the LLWG, stakeholders provided feedback that many emerging data centers and large industrial projects are in the 200-250 MW range, which can still have significant system impacts. Stakeholders argued that these loads would benefit from a coordinated study process and that data center loads in general come in 200 MW blocks. As a result of this feedback, MISO lowered the MW threshold for large loads to participate in the LARS framework while still allowing MISO to maintain its focus on large, impactful load additions to its system.

Q. ARE MULTIPLE LOAD CUSTOMERS ALLOWED TO AGGREGATE BEHIND A SINGLE POW TO REACH THE MINIMUM 200 MW THRESHOLD?

A. No. The purpose of the LARS process and MISO's large load framework is to efficiently and effectively connect large load to the system. Allowing multiple load customers to pool together to reach a load size of 200 MW defeats the purpose of the framework and what MISO is aiming to do with the LARS process. Thus, MISO is limiting the LARS Associated Load to one POW.

Q. WHY IS THE LARS LOAD LIMITED TO ONE POINT OF WITHDRAWAL?

A. As I explained in the previous question, MISO wants to limit participation in LARS to a single large load customer and not an aggregation of many load customers. LARS is built around serving large load withdrawal points. Because LARS is a fast-moving process, MISO needed to place certain limits on how load and generation could participate. Limiting a large load to one POW allows MISO to focus the study analysis and to provide faster study responses. If multiple load customers were allowed to aggregate behind multiple points of withdrawal, the study scope would increase, which would reduce the likelihood of identifying optimized Network Upgrades and achieving other study efficiencies.

Q. WHAT IS MISO'S TRANSMISSION STUDY PROCESS FOR LARS?

A. MISO studies load and generation in a cumulative impact to make sure there is a reliability plan for any load and generation moving forward. First, MISO will complete a load model build with the proposed LARS generators. Then MISO will review the proposed LARS projects with reliability assumptions and determine if any constraints are identified. This process includes reviewing the outage of the generator in the study. After completing a load and generation constraint review, MISO will determine whether there are any common issues solutions. A planning level solution is established at the end of the load study process.

In the LARS load study, since the system is so interconnected, MISO is looking at cumulative load additions to the system, which helps it ensure the reliability of the system overall. Viewing and studying load additions from a cumulative perspective produces study results that generate multiple scenarios and ways to see multiple impacts on the system, thereby providing a complete picture of any potential impacts on the system.

Q. IS THIS SIMILAR TO MISO'S CURRENT EPR PROCESS?

A. Yes. The transmission needed to reliably serve large loads is primarily studied through MISO's existing EPR process, which provides approval in approximately three months instead of the 18-month MTEP cycle. But in the last couple of years, large loads have overtaken the EPR process and these large load projects sometimes rely on generation to be completed before they can connect to the system. Because MISO prohibits the inclusion of uncertain, non-GIA projects in the EPR process, this can cause additional delays in getting these large loads connected to the system. LARS is MISO's solution to that problem as it allows, under limited circumstances where the load and generation have a contractual relationship, the generation/load pair to be included together in the study and achieve the certain outcome of approval (or LLGIA) at the same time. Thus, the LARS load study process is very similar to the EPR process, but the coordination efforts between the relevant LARS parties with the generation study provide more certainty on the development of solutions and the coordination of any necessary elements ahead of time.

Q. CAN PROJECTS CURRENTLY IN THE EPR PROCESS TRANSFER TO LARS?

A. No. MISO will not allow projects currently in the EPR process to automatically transfer to LARS because the load in the EPR does not have a generation facility paired with it. Large load projects will first have to withdraw from the EPR process and then find a generation partner before applying to the LARS process.

Q. CAN THE LARS ASSSOCIATED LOAD COME ONLINE IN PHASES?

A. Yes. The LARS Application should identify the total expected large load amount that is aligned with the full Generator Interconnection Service request not to exceed 150% of the peak demand of the LARS Associated Load. The LARS Associated Load may come online

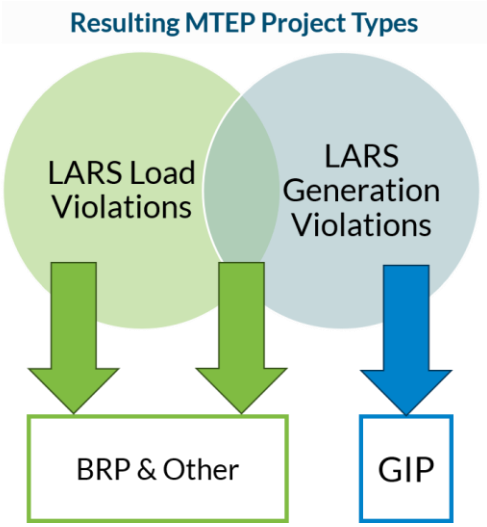
in phases, but the paired generating facility may not commence operation until the LARS Associated Load has commenced some level of service. Once some portion of the LARS Associated Load is in-service, then the Generating Facility may begin operating. The LARS Associated Load paired with the generation will need to commence service for the full amount of Transmission Service requested in the LARS Application by the Commercial Operation Date ("COD") of the generator, including any extensions allowed by the Tariff.

If the LARS Associated Load comes online in phases, then the Generator must utilize the Annual ERIS ("AERIS") and the Quarterly Operating Limit ("QOL") processes as specified in the Business Practices Manual for Generation Interconnection (BPM-015) Section 6.6. until the full amount of Transmission Service requested in the LARS Application is utilized by the LARS Associated Load and any transmission solutions are complete.

Q. BECAUSE LARS INVOLVES GENERATION/LOAD PAIRS, HOW ARE VIOLATIONS AND THEIR ASSOCIATED MITIGATION COSTS ASSIGNED?

A. The generator will be responsible for any constraints unique to the generation study and the load will be responsible for any constraints unique to the load study. In the event there is an overlap in violations, then the costs will be assigned to the load. Thus, projects developed to mitigate violations observed only in the LARS generator study will be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (depicted as GIP below) project type. In the event that any Planning Criteria violations, such as thermal or voltage overloads, are observed during the load-side study process including any common violations identified between the generation and load

studies, mitigations will be developed and assigned BRP or Other project types as defined in Attachment FF.



As the diagram demonstrates above, in the event that there is a common issue between the load and generation, then the cost will be allocated for the BRP or Other project type. If a GIP defers or displaces a BRP, then the costs of the GIP up to the costs of the deferred or displaced BRP shall be allocated consistent with the cost allocation for the BRP.

C. LARS GENERATION STUDY OVERVIEW

Q. WHAT IS THE LARS GENERATION STUDY PROCESS?

A. The requirements of the LARS generator interconnection study process are outlined in Section 3.12 of Attachment X. The LARS generation-side study process will be based on the ERAS study process but will provide a LLGIA in approximately 120 days and will be a permanent MISO study process. MISO designed the LARS process to ensure the proposed load and generation pair is evaluated to the same standards as those submitted separately through MISO's other existing processes (i.e, MTEP/EPR, ERAS). The LARS model build will include all existing generators with executed GIAs from completed DPP cycles, the ERAS process, and the latest MTEP base case with all approved MTEP

transmission projects as well as any recently approved EPR projects at study kick-off. LARS studies will not include Interconnection Requests currently in the generator interconnection queue that do not have an executed GIA. Thus, on the generation study side, MISO is analyzing whether there are enough pathways and requested Network Service to allow the generator to integrate into the system.

Q. ARE THERE ANY LIMITATIONS ON THE AMOUNT OF GENERATOR INTERCONNECTION SERVICE?

A. Yes. The Interconnection Service requested may not exceed 150% of the peak demand of the LARS Associated Load. MISO implemented this requirement to directly connect the Generating Facility with the LARS Associated Load and to allow for different generator fuel types and accreditation. This requirement establishes a clear connection between the output of the Generating Facility and the load without being overly prescriptive on generation fuel type, dispatch requirements, or other operational considerations. In this way, MISO is ensuring that the Generating Facility is truly paired with the LARS Associated Load without requiring a 1:1 MW match.

Q. WHAT IS THE LARS ASSOCIATED TRANSMISSION CUSTOMER?

A. The LARS Associated Transmission Customer is defined in the Tariff as the entity that is responsible for submitting the LARS Application and procuring Transmission Service in order to serve the LARS Associated Load and designates such load as formally paired with an Interconnection Customer's LARS Interconnection Request.

Q. CAN A LARS ASSOCIATED LOAD BE SERVED BY MULTIPLE GENERATING FACILITIES?

A. Yes. As I explained earlier in my testimony, a LARS Associated Load may be served by multiple generating facilities grouped at one or more POIs, but each generator group behind a single POI must submit a LARS Application requesting no less than 200 MW Interconnection Service. All of the Interconnection Customers serving the LARS Associated Load must be identified in the LARS Application(s).

Q. DO THE MULTIPLE GENERATING FACILITIES HAVE TO BE LOCATED AT A SINGLE POINT OF INTERCONNECTION?

A. No. Multiple generators may serve the same LARS Associated Load from multiple POIs, but all Generating Facilities must be located in the same Local Resource Zone ("LRZ") as the LARS Associated Load. Each group of Generating Facilities at a POI must participate in the same LARS Application and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand.

Q. CAN A GENERATING FACILITY APPROVED THROUGH THE LARS PROCESS COME ONLINE PRIOR TO THE LARS ASSOCIATED LOAD COMMENCING SERVICE?

A. No. Some amount of the LARS Associated Load must be in-service *before* the LARS Generating Facilities may begin commercial operations. So, the generator's Commercial Operation Date must follow the Service Commencement Date for the LARS Associated Load when connecting to MISO's system.

Q. WHY IS MISO REQUIRING AN EXECUTED AGREEMENT FOR LARS INTERCONNECTION REQUESTS?

A. Interconnection Requests for LARS are required to show that the generation has an agreement with either the LARS Associated Transmission Customer or the entity that owns or controls the LARS Associated Load evidencing that the output of the Generating Facility shall be used to provide energy to the LARS Associated Load. Because the LARS Associated Load can only be served by its paired Generating Facility, the LLGIA process requires a clear contractual relationship between the two. Requiring executed documentation by an authorized representative of the entity submitting the LARS Application is also reasonable because it allows MISO to confirm the "shovel readiness" certainty for the proposed LARS project. Additionally, it helps verify the accuracy of the information set forth in the LARS Application, which will ensure that MISO will be able to expeditiously study the generation/load pair.

Q. WHAT IS THE PURPOSE OF THE AGREEMENT LANGUAGE PROPOSED IN TARIFF SECTION 3.12.2(i)(c)?

A. The following language was added to the executed agreement requirement:

> c. For Load Serving Entities (or an Alternative Retail Electric Supplier or equivalent in a retail choice state), evidence of other types of agreements that provide that the generation is intended to serve the LARS Associated Load customer. These agreements include, but are not limited to, a special contract, a large load tariff agreement, or retail service agreement.

The intent of this sub-section is to establish a minimum requirement that an arrangement exists between the LARS Associated Transmission Customer and the Interconnection Customer. This third option addresses specific utility arrangements with large loads where the LSE business model uses one or more agreements that are not traditional PPAs to link

the generation and load. This provides flexibility for a variety of business models or regulatory structures in different jurisdictions while ensuring that the agreement serves the intended purpose of demonstrating that the output of the paired generating facility will benefit the LARS Associated Load.

Q. WILL LARS RESOURCES NEGATIVELY IMPACT EXISTING PROJECTS IN THE GENERATOR INTERCONNECTION QUEUE?

A. No. Under this model framework, the standing MISO DPP three-phase process will not be impacted by the LARS process. This is true for several reasons. First, MISO requires substantially higher financial commitments from LARS participants, including a non-refundable $250,000 D1 payment. These funds will enable MISO to secure the additional tools, staffing, and process enhancements needed to manage LARS effectively. MISO already has extensive experience managing both the ERAS process and the DPP queue concurrently without impacting the DPP process. MISO continues to monitor workload, and resource needs to ensure both processes remain efficient. In addition, the cap of 10 projects per LARS cycle will help MISO forecast workload and maintain balance, ensuring no staff time or resources will be shifted between the DPP queue and LARS.

Second, LARS Interconnection Requests will not be included in ongoing DPP studies, thereby not utilizing any available transmission capacity headroom in those studies. The normal DPP process uses the most up to date MTEP base case when the study is kicked off and is not modified to include later approved MTEP projects or LLGIAs, only withdrawals or retirements are updated between DPP phases. Therefore, the transmission capacity headroom available at the beginning of the DPP cycle is still available the end of the cycle and is not impacted by the LARS Applications. Similarly, the transmission capacity

headroom for the LARS models are separate and distinct as they start with different MTEP base models and the LARS models are not inclusive of generation without executed GIAs. The models from LARS and the DPP process will be reconciled through MTEP. While signed GIAs do not completely protect from the risk of withdrawal, the rate is significantly lower than at other phases of the interconnection process and is more closely aligned with the MTEP withdrawal rate.

On the rare occasion that overallocation of transmission allocation headroom may occur, it would be discovered as part of the standing MTEP Deliverability Analysis. The process has been structured so that there cannot be any negative impact to the projects currently in the DPP process. There is a minimal risk of overallocation. But there would not be any negative implications for either the DPP Interconnection Request or the LARS Interconnection Request due to this rare occurrence. Both will be allowed to proceed, and neither will be required to pay additional costs due to the overallocation. MISO performs generator deliverability analysis as a part of the current MTEP process to ensure continued deliverability of generating units with Network Resource Interconnection Service. Results of the assessment are based on an analysis of near-term (5-year) and long-term (10-year) summer peak scenarios. Constraints that are identified as needing mitigation would be formalized in a future MTEP project.

Q. CAN PROJECTS CURRENTLY IN THE DPP PROCESS TRANSFER TO LARS?

A. No. If the projects meet the eligibility requirements to enter the LARS process, projects in active DPP cycles at or before Decision Point 2 must first withdraw from the DPP and then apply to the LARS process. MISO will not allow Interconnection Requests to transfer from the existing interconnection queue after Decision Point 2 to avoid the Phase 3 restudies due

to late withdrawals, which contribute to ongoing queue delays. If an Interconnection Request is beyond Decision Point 2, then it can still drop out of the DPP process it just cannot enter LARS until a year has passed since the withdrawal. This limitation is implemented to maintain the integrity of the DPP process. Unlike ERAS, where a project may be in both ERAS and the DPP at the same time, MISO is requiring that projects either be in LARS or the ERAS/DPP processes.

Q. WILL LARS INTERCONNECTION REQUESTS GO THROUGH THE AFFECTED SYSTEM EVALUATION PROCESS?

A. Yes. The language proposed in Section 3.5.4 of the GIP establishes a framework for how such studies are coordinated in a similar fashion as other Interconnection Requests. The review, coordination, and screening of LARS projects will be completed in exactly the same manner as ERAS projects. The proposed language also provides flexibility for MISO to work with its seams partners to develop any LARS Interconnection-specific process refinements that are mutually agreeable while also providing a reasonable default framework.

Q. WILL LARS RESOURCES BE SUBJECT TO MISO'S REGIONAL PLANNING PROCESS?

A. Yes. Resources seeking Large Load Interconnection Service will be subject to the specific local planning criteria of the MISO Transmission Owners. These are based on applicable reliability standards such as NERC FAC-002 and outline the requirements that each Transmission Owner deems necessary to maintain local reliability within their planning processes. The MISO Transmission Expansion Plan, created in conjunction with an inclusive, transparent stakeholder process, identifies and supports the development of

transmission infrastructure to meet all NERC Standards and FERC Orders as applicable to transmission planning. In conjunction with MISO's processes, MISO also recognizes and plans to individual Transmission Owner Local Planning Criteria ("LPC") if they do not conflict with MISO base principles. Each Transmission Owner provides updates to LPC requirements annually in compliance with FERC Order No. 890.

D. LONG-TERM LARS PAIRING

Q. WHAT IS THE REASON FOR THE MINIMUM FIVE-YEAR REQUIREMENT FOR THE AGREEMENTS UNDER SECTION 3.12?

A. MISO is requiring that the generation/load pairs remain formally paired for a minimum of five years at application. Requiring a five-year contract minimum will provide MISO with the certainty needed to complete the studies on both the generation and load side. This five-year minimum contract period is based on the MTEP timeline and aligns with other solutions to alleviate transmission issues that is incorporated by non-transmission alternatives. The five-year contract minimum also provides assurance that the load and generation plans will come to fruition and the investments into transmission projects are warranted due to continued anticipated use of the system. This is an application and study processing requirement that is separate from the obligation to remain paired for a fifteen-year period.

Q. CAN THE LOAD AND GENERATION PAIRS CHANGE OVER TIME?

A. Not for the first fifteen years. MISO determined that fifteen years was the appropriate minimum time period to require generation and load to remain paired for several reasons. First, fifteen years is a standard duration for large load contracts. Second, MISO wanted to provide an outer limit on operation to provide certainty for generators as stakeholders

expressed concern that they could lose interconnection service years down the road when otherwise that resource could be productively deployed to address other adequacy needs. Finally, a fifteen-year period is sufficient to guard against any misuse of the process and ensure that the Generating Facility will be used by the LARS Associated Load for a substantial period of time. This fifteen-year period is also sufficient to prevent parties from invoking the needs of large loads as a pretext to bypass the DPP queue and receive unrestricted service.

Q. WHAT HAPPENS IF ONE OF THE PARTIES WITHDRAWS FROM THE LARS STUDY PROCESS *PRIOR* TO EXECUTING THE LLGIA OR RECEIVING MTEP APPROVAL FOR THE LARGE LOAD?

A. If a LARS Application is withdrawn during the LARS study process, then all non-refundable fees will be forfeited similar to MISO's other generator interconnection study processes. Any difference between study deposit and actual cost of the applicable study will be refunded as applicable. If the generation withdraws before the execution of the LLGIA, the M2 milestone will be refunded, and the load may enter the next available LARS study cycle with a new paired generation or apply to the EPR process. If the LARS Associated Load withdraws, then the generation may apply for the next available DPP cycle or find a new large load to pair with for LARS.

Q. WHAT HAPPENS IF ONE OF THE PARTIES WITHDRAWS FROM LARS *AFTER* EXECUTING THE LLGIA OR RECEIVING MTEP APPROVAL FOR THE LARGE LOAD?

A. If the LARS Associated Load, or a portion of the load, fails to achieve commencement of Transmission Service by its paired Generating Facilities' COD, if the load has ceased use

of the Transmission Service granted through LARS within the first fifteen calendar years, or if the contract agreement required by GIP Section 3.12.2.i is terminated within the first fifteen calendar years after the LARS Associated Load commences use of the Transmission Service granted through LARS, then MISO will terminate the LLGIA. MISO will not terminate the LLGIA immediately but will provide the Generating Facility with the ability to operate subject to the AERIS and QOL processes for a period of up to one year. The one-year period would be extended to allow for completion of the DPP process if the Generating Facility submits an Interconnection Request seeking NRIS for DPP processing and remains in the DPP through GIA. After the conclusion of this period, MISO will terminate the LLGIA. The Interconnection Customer remains responsible for any identified Network Upgrades in its LLGIA and any Interconnection Service granted through the DPP would be memorialized in a GIA.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service.

In addition, if the LLGIA for a LARS Associated Load is terminated, the Interconnection Customer remains responsible for all costs assigned as GIP project types identified in the LLGIA. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. The load portion of the MTEP Project may then go through the applicable MTEP study process.

Q. WHAT IF THERE IS A REDUCTION OR AN INCREASE IN THE LARGE LOAD MW AFTER THE LLGIA IS EXECUTED?

A. If the amount of the LARS Associated Load decreases after the LLGIA is executed or fails to commence service for the full amount of Transmission Service requested in the LARS Application, then the LLGIA will be partially terminated (amended) to equal the excess of the interconnection service. MISO will only terminate the portion of the Interconnection Service granted under the LLIGA that exceeds 150% of the reduced peak demand being utilized by the LARS Associated Load. So, any reduction in the amount demanded by the LARS Associated Load will result in an amended LLGIA. Any increase in the amount of load demanded is not allowed and the customer would need to submit a new LARS Application or apply for some other kind of Interconnection Service.

Q. HOW DOES LARS FIT IN WITH MISO'S LARGE LOAD PROJECT REVIEW (LLPR) PROCESS THAT IS UNDER DEVELOPMENT?

A. The LLPR process is currently under development, but MISO designed LARS so that it will work with both MISO's current MTEP study processes and also with the forthcoming LLPR study process when it is submitted to the Commission. MISO is developing these in tandem to ensure that they will work with the timing and study nature of the new process. MISO is drafting the LLPR such that the load study portion can be easily inserted into LARS at a later point in time.

IV. LARS AND FERC'S SHOW CAUSE ORDER

Q. IS THE LARS PROCESS RESPONSIVE TO FERC'S SHOW CAUSE ORDER?

A. Yes. LARS is responsive to the Commission's Show Cause Order. The Commission preliminarily found, among other things, that MISO's existing Tariff may be unjust and

unreasonable because it does not provide generator interconnection study procedures and services that account for the operational dynamics of serving electrically proximate large loads. The Commission specifically addressed the potential for a new generating facility and an electrically proximate large load to be studied in a manner that accounts for their combined transmission system impacts. LARS provides a mechanism for MISO to study generation and load at the same time such that their combined transmission system impacts may be considered together.

Q. HOW DOES LARS ADDRESS FERC'S SHOW CAUSE ORDER?

A. LARS addresses the concerns identified in the Commission's Show Cause Order by establishing a coordinated and accelerated process for studying qualifying large loads and the new generation associated with them. Rather than studying the load and generation independently and sequentially, LARS allows MISO to evaluate the load, associated generation, and necessary transmission solutions on parallel tracks using a coordinated system representation. As explained earlier in my testimony, this enables MISO to consider the combined transmission system impacts of the proposed configuration while addressing the distinct reliability considerations applicable to both the load and generation. LARS also addresses the need for timely interconnection of new generation needed to serve new large loads. By coordinating the load and generation studies within an accelerated study cycle, LARS is designed to provide greater speed and certainty regarding the transmission solutions necessary to reliably integrate both components. At the same time, LARS is designed to preserve the integrity of MISO's DPP process and avoid providing an avenue for new generation to circumvent existing interconnection processes. In this way, LARS provides a targeted mechanism to address the interconnection issues associated

with the speed of large load growth and considerations surrounding proximately located generation and load as identified in the Show Cause Order.

Q. HOW DOES LARS ADDRESS THE ELECTRICALLY PROXIMATE REQUIREMENT IN THE SHOW CAUSE ORDER?

A. MISO's LARS proposal provides the Tariff structure necessary to enable an Interconnection Customer to serve an electrically proximate load as the LARS Associated Load must be located within the same LRZ. MISO did not want to limit the pairing of generation with associated load to a specific number of substations because that would limit how MISO may optimize common solutions. In MISO, anchoring the proximate requirement with the LRZ is more efficient and effective because it enables more generation to serve a single load across a broader geographic area but in a manner that still addresses resource adequacy and reliability of the system. Ultimately, limiting the generation and LARS Associated Load to locations within the same LRZ ensures deliverability of the generation to the LARS Associated Load because it avoids potential capacity import / capacity export limitations for the individual LRZ and also avoids price separation between the paired generation and LARS Associated Load.

Moreover, allowing Generating Facilities participating in LARS to interconnect at multiple POIs provides a "proximate plus" solution for the pairing of load with generation. This provides Interconnection Customers with the necessary flexibility to serve extremely large loads and in way that MISO can optimize any necessary transmission solutions. This structure also reflects stakeholder feedback regarding the need to accommodate the interconnection of large, landlocked loads that may need additional POIs to propose sufficient generating facilities to meet the load.

Q. DOES THIS FILING ESTABLISH A NEW COST ALLOCATION METHODOLOGY FOR LARS?

A. No. The cost allocation and project types for LARS will not change from existing mechanisms as this is a stand-alone filing. Leaning on existing cost allocation methodologies including GIP, BRP, and Other cost allocation methodologies. MISO can run the LARS process as is with these existing cost allocation methodologies and project types. The cost shifting issues raised in the Commission's Show Cause Order will be addressed in future filings that MISO plans to submit by November 16.

V. THE LARS STAKEHOLDER PROCESS

Q. PLEASE DESCRIBE THE STAKEHOLDER PROCESS USED TO DEVELOP THIS PROPOSAL.

A. MISO has engaged in detailed discussions with stakeholders on Large Load issues since 2024 through various stakeholder entities and workshops. MISO first discussed Large Loads with stakeholders in the context of EPR process improvements at the Planning Advisory Committee ("PAC") and Planning Subcommittee ("PSC") in 2024 and 2025. MISO first introduced the LARS concept to stakeholders at the July 16, 2026 LLWG meeting. LARS relies on existing processes that are familiar at MISO. At the meeting, MISO provided a high-level overview of the LARS concept and solicited feedback from stakeholders. MISO requested written feedback by July 30, 2026, asking stakeholders in particular whether 250 MW was the right threshold, what readiness and securitization rules should apply to prevent speculative requests, and what other improvements were needed. MISO then outlined its next steps as completing a review of draft Tariff language at the

August 27, 2026 LLWG meeting and shared that it was targeting a Tariff filing in September 2026.

MISO posted its responses to stakeholder feedback on August 20, 2026, by which time it had officially named the proposal the "Large Load Addition Resource Study" or LARS. MISO reported that 21 of the 31 respondents "expressed a favorable position toward the concept of LARS," and organized the remaining questions into five categories: general comments, load and generation specifics, the application process, operational considerations, and modeling assumptions.

MISO subsequently presented LARS at the LLWG meeting held on August 27, 2026. At the meeting, MISO shared draft Tariff language with stakeholders reflecting the interconnection and planning elements of the LARS proposal. The proposed Tariff language included specifics that originated from stakeholder feedback, including clarification on the 150% cap related to interconnection service and the requirements that must be addressed in the LARS Application. The proposed Tariff language described how MISO would evaluate the LARS Applications and on what timeline. MISO also provided materials outlining MISO's response to previously submitted stakeholder feedback. MISO requested stakeholder feedback on the proposed draft Tariff language in proposed in Attachment X, Appendix 1 (the Interconnection Request), Appendix 6 (the GIA), and Attachment FF. MISO requested that stakeholders provide feedback on the proposed Tariff redlines and identify any additional process clarifications needed by September 10, 2026.

At the LLWG meeting held on September 9, 2026, MISO provided a status update on LARS as a part of its liaison report on the large load framework. MISO identified LARS, alongside the ZGIA, ERAS, the EPR process, and the Flexible Large Load Interconnection

and Transmission Service, as one of the initiatives through which MISO will integrate large loads quickly and reliably while delivering lasting value for the region.

At the LLWG meeting held on September 23, 2026, MISO provided updated tariff language including changes based on stakeholder feedback. These updates included adjusting the minimum threshold LARS Associated Load size to 200 MW (from the proposed 250 MW), enabling multiple Generating Facilities to group at different POIs for one LARS Associated Load, and added a new contract agreement option for LSEs. MISO indicated that it was still planning to file LARS by the end of September.

A table listing the stakeholder meetings, including links to the presentations, is provided as Attachment A hereto.

Q. DID ANY STAKEHOLDERS PRESENT AN ALTERNATIVE PROPOSAL TO LARS?

A. Yes. At the LLWG meeting held on August 27, 2026, the Energy Futures Group ("EFG") presented an alternative proposal titled the "Generator and Load Interconnection Process (GALIP)."[2] EFG proposed an expedited review or fast track process that would allow a large load request to be included in the next Phase 2 or Phase 3 of the DPP process. GALIP would assign costs based on allocation mechanisms developed to ensure protections against customers unreasonably incurring costs related to new generation interconnections. The GALIP proposal included higher entry milestones and access directly into the ongoing DPP process. EFG argued that GALIP prevented cost shifting in its program design and offered more flexibility in what service loads and associated generators can take.

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[2] Energy Futures Group, *Generator and Load Interconnection Process (GALIP)*, presented at LLWG, Aug. 27, 2026, available at: https://cdn.misoenergy.org/20260827%20LLWG%20Item%2013%20Generator%20Load%20Interconnection%20Process%20(GALIP)%20Proposal_Energy%20Futures%20Group777224.pdf.

Q. DID MISO INCORPORATE THE GALIP PROPOSAL INTO THE LARS PROCESS?

A. No. MISO offers different interconnection products to meet different needs. MISO has an industry leading regional transmission planning process that has delivered significant transmission development to meet the region's needs. MISO also has a robust annual planning process that delivers interconnection outcomes in less than a year. Other interconnection products such as ZGIA, ERAS, Surplus, etc. serve different purposes. MISO does not believe in a "one size fits all" approach to interconnection and the GALIP proposal aimed to shoehorn a parallel generation/load study process into the existing DPP process. This would require significant re-design of the DPP process. That is neither efficient, nor effective. LARS was designed to enable the parallel study of generation and load at the same to provide a LLGIA in 120 days without negatively impacting other study processes that MISO currently has or requiring changes to existing study processes. Thus, LARS is a cleaner study solution than GALIP and reduces the risk of further delaying the DPP process.

Q. WHAT WAS MISO'S RESPONSE TO CONCERNS AND RECOMMENDATIONS FROM OTHER STAKEHOLDERS?

A. MISO remains committed to working with stakeholders and the members of the LLWG to ensure that MISO adequately addresses the changes required by large load development. MISO will continue to engage with stakeholders as final details surrounding the large load framework are developed in response to FERC's Show Cause Order.

VI. CONCLUSION

Q. IN YOUR OPINION, IS MISO'S FILING JUST AND REASONABLE?

A. Yes. The LARS proposal addresses certain specific needs that MISO, the Commission, and the stakeholder process identified in enabling large loads to connect to MISO's system. The proposed new Tariff revisions address both Commission and stakeholder concerns and will significantly enhance MISO's ability to ensure resource adequacy and reliability needs. The proposed Tariff revisions will also enable a pathway for certain large load and generation configurations to achieve speed to reliable power and support the responsible growth and use of these assets, while offering customers optimized transmission solutions and greater certainty to support siting, financing, and state coordination.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Affidavit of Christina Drake

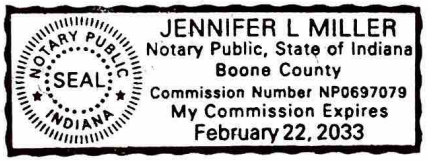
COUNTY OF HAMILTON)
)
STATE OF INDIANA)

Christina Drake, being duly sworn, deposes and states that she prepared the Prepared Direct Testimony of Christina Drake, and the statements contained therein are true and correct to the best of her knowledge and belief.

Christina Drake

Christina Drake

SUBSCRIBED AND SWORN BEFORE ME, this 28th day of September, 2026.



Jennifer L Miller

ATTACHMENT A

Attachment A

Forum	Date	Presentation Link
LLWG	7/16/2026	**Issue Acceptance:** https://cdn.misoenergy.org/20260716%20LLWG%20Item%2006a%20Gen%20and%20Load%20Alignment%20Issue%20Acceptance768778.pdf **Presentation:** https://cdn.misoenergy.org/20260716%20LLWG%20Item%2006b%20Generation%20and%20Load%20Alignment%20Presentation768740.pdf
LLWG	7/30/2026	**Stakeholder Feedback:** https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-generation-and-large-load-alignment-llwg-2026-6-20260716/ **MISO Response:** https://cdn.misoenergy.org/LLWG%20Generation%20and%20Large%20Load%20Alignment%20Response%20(LLWG-2026-6)%20(20260716)778046.pdf
LLWG	8/27/2026	**Process Presentation:** https://cdn.misoenergy.org/20260827%20LLWG%20Item%2007%20Load%20Addition%20Resource%20Study%20(LLWG-2026-6)777236.pdf **Draft Attachment FF Redlines:** https://cdn.misoenergy.org/20260827%20LLWG%20Item%2007%20LARS_Attachment%20FF%20Redlines777584.docx **Draft Attachment X Redlines:** https://cdn.misoenergy.org/20260827%20LLWG%20Item%2007%20LARS_GIP%20Redlines777585.docx

LLWG	9/10/2026	**Stakeholder Feedback:** https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-large-load-application-and-study-process-llwg-2026-7-20260827/ **MISO Response:** https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-large-load-addition-resource-study-llwg-2026-6-20260827/
LLWG	9/23/2026	**Process Presentation:** https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20Large%20Load%20Addition%20Resource%20Study%20(LLWG-2026-6)782864.pdf **Attachment FF Redlines:** https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20LARS%20Draft%20Tariff%20Redlines%20ATTACHMENT%20FF_Transmission%20Expansion%20Planning%20Protocol782800.docx **Attachment X Redlines:** https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20LARS%20Draft%20Tariff%20Redlines%20ATTACHMENT%20X_Generator%20Interconnection%20Procedures%20(GIP)782799.docx **Attachment X Appendix 1 Redlines:** https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20LARS%20Draft%20Tariff%20Redlines%20Attachment%20X_%20Appendix%201_Interconnection%20Request%20for%20a%20Generating%20Facility782798.docx **Attachment X Appendix 6 Redlines:** https://cdn.misoenergy.org/20260923%20LLWG%20Item%2006%20LARS%20Draft%20Tariff%20Redlines%20Attachment%20X%20Appendix%206%20GIA782765.docx